ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

FOR SEA, FIRE, LIFE AND ANNUITIES.

CHIEF OFFICE: ROYAL EXCHANGE, LONDON.

FUNDS, £4,000,000. CLAIMS PAID, £38,000,000.

FIRE.

INSURANCES ARE GRANTED AGAINST LOSS OR DAMAGE BY FIRE on PROPERTY of almost every description, at Moderate Rates.

LIFE.

DEATH DUTY POLICIES—Payment Direct to Revenue Authorities before grant of Probate.

Apply for Full Prospectus to

E. R. HANDCOCK, Secretary.

MIDLAND RAILWAY HOTELS.

LONDON - MIDLAND GRAND - St. Pancras Station, N.W.

(Within Shilling cab fare of Gray's-inn, Inns of Court, Temple Bar, and Law Courts, &c. 'Buses to all parts every minute. Close to King's Cross Metropolitan Railway Station. The Venetian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c. New Parisian Restaurant for French Cooking and fine Wines.)

LIVERPOOL - ADELPHI - Close to Central (Midland) Station.
BRADFORD - MIDLAND - Excellent Restaurant.
LEEDS - - QUEEN'S - In Centre of Town.
DERBY - - MIDLAND - For Peak of Derbyshire.
MORECAMBE - MIDLAND - Tennis Lawn to Seashore. Golf.
Residential Hotel—HEYSHAM TOWER, nr MORECAMBE. Lovely Country. Golf.
Tariffs on Application. *Telegraphic Address "Midotel."*

WILLIAM TOWLE, Manager Midland Railway Hotels.

X *IMPORTANT TO SOLICITORS* X

In Drawing LEASES or MORTGAGES of

LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without special valuation and at low rates.

ALLIANCE ASSURANCE COMPANY.

Established 1824. Capital, £5,000,000 Sterling.

HEAD OFFICE: BARTHOLOMEW LANE, LONDON.

Chairman: RIGHT HON. LORD ROTHSCHILD.

LONDON BRANCHES: 1, ST. JAMES'S ST., S.W.; 63, CHANCERY LANE, W.C.; NORFOLK STREET, STRAND; 3, MINCING LANE, E.C.

LIFE AND FIRE INSURANCES AT MODERATE RATES.

Life Policies free from Restrictions, with Perfect Security and Liberal Bonuses.

Special forms of Policies have been prepared to provide for payment of ESTATE DUTIES.

LEASEHOLD AND SINKING FUND POLICIES.

Full Prospectuses on application. ROBERT LEWIS, Chief Secretary.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,

THE PERFECTED SYSTEM OF LIFE ASSURANCE.

AND
SECURE.

FUNDS - - - £3,000,000. INCOME - - - £373,000.
YEARLY BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,000,000.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).
The Hon. Mr. Justice KEKEWICH.
The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.
WILLIAM WILLIAMS, Esq.
RICHARD PENNINGTON, Esq.

DIRECTORS.

Bacon, His Honour Judge.
Davey, The Right Hon. Lord.
Deane, The Right Hon. Sir James Parker, Q.C., D.C.L.
Ellis, Edmund Henry, Esq.
Finch, Arthur J., Esq.
Freke, Geo. Edgar, Esq.
Garth, The Right Hon. Sir Richard, Q.C.
Harrison, Chas., Esq., M.P.
Healey, C. E. H. Chadwyck, Esq., Q.C.
Johnson, Charles P., Esq.
Kekewich, The Hon. Mr. Justice.
Ludlow, The Right Hon. Lord.
Masterman, Henry Chauncy, Esq.
Mathew, The Hon. Mr. Justice.
Meek, A. Grant, Esq. (Devizes).
Mellor, The Right Hon. John W., Q.C. M.P.
Mills, Richard, Esq.
Morrell, Frederic P., Esq. (Oxford).
Pennington, Richard, Esq.
Rowcliffe, Edward Lee, Esq.
Saltwell, Wm. Henry, Esq.
Williams, C. Reynolds, Esq.
Williams, Romer, Esq.
Williams, William, Esq.

VOL. XLI., No. 42.

The Solicitors' Journal and Reporter,

LONDON, AUGUST 14, 1897.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS 705
COMPOUND SETTLEMENTS UNDER THE SETTLED LAND ACTS 708
MORTGAGES OF RATES 709
LEGISLATION IN PROGRESS 710
CORRESPONDENCE 710
NEW ORDERS, &c. 711
LAW SOCIETIES 716
LEGAL NEWS 717
WINDING UP NOTICES 718
CREDITORS' NOTICES 718
BANKRUPTCY NOTICES 718

Cases Reported this Week.

In the Solicitors' Journal.

Agricultural Holdings (England) Act, 1883, Re. King v. Eversfield 712
British Natural Premium Provident Association (Lim.) v. Bywater 715
Court v. Berlin and Others 715
G. D. Webster & Sons (Lim.) v. Vincent 715
Reg. v. Burrows and Another, Justices. Ex parte Wilson 715
South African Republic v. La Compagnie Franco-Belge du Chemin de Fer du Nord de la Republique Sud Africaine 713
Stuart, Re. Smith v. Stuart 714
Sykes v. Sykes 713
Van Grutten v. Foxwell and Others 715

In the Weekly Reporter.

Attorney-General v. Dodington 687
Attorney-General v. Wood and Others 683
Hope v. Brash and Another 689
Kennedy v. De Trafford 671
Lambert, In re. Moore v. Middleton 681
"Mecca," The 687
Raats, In re. Ex parte Raats 686
Stevens v. Griffin 689

CURRENT TOPICS.

WE PRINT elsewhere the new rule as to delivery of pleadings in the Long Vacation, the draft of which has already appeared. After the 1st of October pleadings will be allowed to go on in causes intended for the autumn assizes at places where the assizes will be held before the 1st of December.

THE VICTORIA Pension Fund, which now amounts to £8,146 9s. 0d. will be closed on the 15th of October next, and the administration of the fund will subsequently be handed over to the directors of the Solicitors' Benevolent Association, to be applied by them in providing pensions or annuities for necessitous members of the profession, their widows or families, without qualification or restriction, in such manner as the committee of the association may think expedient; the fund to be kept permanently as a distinct fund.

WE GIVE elsewhere a draft addition to the new rules under which the summons for directions will, after the Long Vacation, become compulsory. The draft rule 8 of order 30 enables a defendant, in the event of the plaintiff not taking out a summons for directions or for judgment under order 14 within fourteen days after appearance, to apply for an order to dismiss the action, and on the hearing of the application the judge may either dismiss the action or may deal with the application in all respects as if it were a summons for directions. This rule will meet some of the difficulties to which we referred recently (*ante*, p. 600), and to which our attention was called by the letter of Messrs. J. & M. SOLOMON. The other draft addition enables the plaintiff to "enter judgment in default of appearance under ord. 27, r. 2," without the necessity of first taking out a summons for directions. But rule 2 applies to judgment in default of defence, not of appearance, and the draft seems to be erroneous.

AFTER DELIVERING judgment upon an application as to costs in the case of the *British Natural Premium Provident Association (Lim.)* v *Bywater* (reported elsewhere), BYRNE, J., said: "The judges of the Chancery Division have, for the guidance of the registrars and taxing-masters, given the following directions in

reference to the costs of interlocutory applications. Where interlocutory applications have been ordered to stand to the trial and are not then mentioned to the judge, the costs of such applications are to be treated as costs in the action, and taxed accordingly, and need not be mentioned in the judgment. Where such applications have been disposed of, but the costs have been reserved, such costs are not to be mentioned in the judgment or order, or allowed on taxation, without the special direction of the judge."

THE REPORT of the General Council of the Bar on the work of the Queen's Bench Division forms a scathing attack on the system by which—in the language of the report—"the civil business of the High Court of Justice on the common law side *is attempted* to be dealt with." It commences by formulating the allegations made against the Division. They are five in number: (1) the constitution and procedure of the courts are devoid of order and method, of certainty and continuity, and the judges are uncertain from day to day where they are to sit and what business they will take; (2) this leads to lack of zeal on the part of the judges in dealing with the general cause lists and with the particular cases they have to try; (3) when circuits are on the courts open in London are never adequate to deal with the business of the Division; (4) the sittings of the Divisional Courts are irregular, and their constitution unsatisfactory; and, finally, the present circuit system is defective in every respect. So far these are merely allegations, and the second is likely to remain so. In the nature of things it cannot be put to the test, and though the judges would work more efficiently under a better system, yet there is no ground for attributing to them any remissness in the work which under the present system chances to fall to their lot.

ALL THE other allegations, however, are most emphatically indorsed by the Council. As to the general arrangement of business, the judges shew their good intentions by having a plan of procedure prepared at the beginning of the sittings and submitted for their approval; but the plan is not adhered to, and in practice it is left for the Senior Associate to make from day to day such arrangements with the available judges as are possible. "The result," says the report, "is muddle and confusion of a very serious character, and complete ignorance on the part of the judges as to the particular branch of law with which they may be called upon to deal, or the nature of the cases they may be called upon to try. The inadequacy of the courts to deal with the business of the Division is sufficiently shewn by the state of the cause lists. The comparatively small number of cases disposed of during the first five weeks of the recent sittings were more than replaced by new cases set down, so that at the date of the report (August 5) the special jury list had increased from 189 to 207; the common jury from 166 to 216; and the non-jury from 268 to 328. The Council express their opinion that "this state of things cannot go on without seriously impairing the popular belief in the efficacy of trial in the Queen's Bench Courts." We are agreeably surprised to hear that such popular belief exists. We were under the impression that it had long ago disappeared, and that the judges, with what result is now apparent, set themselves some years ago to try to revive it. As to the Divisional Courts and the circuit system, the Council are equally emphatic. Divisional Courts cannot be kept open without seriously affecting the power of the judges to deal with the cause lists, and the Council recall the fact that their total abolition was proposed by Sir ROBERT FINLAY when he brought in the Bill which, as the Supreme Court of Judicature Act, 1890, transferred applications for new trials to the Court of Appeal. With reference to the circuit system, the Council feel it unnecessary to say more than that they agree with every word of the complaint. "The present circuit arrangements stand condemned by the profession."

WITH THE circuit arrangements the Bar Council's report does not attempt to deal, though apparently the Council would support the much-needed abolition of some of the assize towns. One of the complaints which they indorse is that towns are continued as assize towns at which there is generally—almost invariably—no business, either civil or criminal. To meet the other defects the Council urge an addition to the number of the judges of the Queen's Bench Division, and an arrangement under which actions shall be grouped in separate lists, each list to be assigned either to a single judge, as in the Chancery Division, or to a small rota of judges, as in the Probate Division, and as is at present done in the Queen's Bench Division with regard to the commercial list. At least six courts, it is added, should sit continuously in London throughout the legal year for the trial of actions in the Queen's Bench Division, and until additional judges are appointed, commissioners should, when necessary to carry out the above arrangement, be sent on circuit. With the suggestion that there should be separate cause lists assigned to one judge or to a small rota of judges we cordially agree. Until this is done the present confusion in the work of the Division must necessarily continue. It will be the first step towards evolving order out of chaos. The demand for additional judges would perhaps have been more likely to receive serious consideration had it taken definite form. The Council do not say whether they want two new judges or five, nor do they make any proposal for the redistribution of the work. The course that should be taken is pretty obvious. The winding-up and bankruptcy business should be attached to the Chancery Division, and the judge who takes it made permanently a judge of that Division. The vacancy thus created in the Queen's Bench Division should be filled up by the appointment of a new judge. Further relief can be obtained by the abolition of Divisional Courts, and the improvement of the circuit system. But the most pressing thing is to impose upon each judge responsibility for some particular class of business.

WE HOPE that the letter of our esteemed correspondent, Mr. W. J. FRASER, which will be found in another column, will receive careful attention. We remarked last week that the trial of the new system in the administrative county of London would be a fair trial; meaning, as our subsequent remarks shewed, that the Land Registry Office, instead of selecting a remote agricultural district for the experiment—which would not afford a fair test—had courageously chosen a district in which the transactions in land would be more numerous and varied than in any other part of the country. We did not mean to say that, from the point of view of London landowners, the selection was unexceptionable, and our correspondent adduces good reason for believing that the district specified is larger than is necessary for the fair trial of the new system. We have not seen the Act, but we believe it provides that the Order in Council may be made as to "part of a county"—the Bill certainly at one time so provided. The portion of the administrative county of London north of the Thames would seem to provide sufficient scope for testing the working of the measure. One reason for limiting the district is to be found in the fact that, once established, the system will apparently, until abolished by Parliament, be for ever applicable to the experimental district, although it may have failed to provide the benefits contemplated by its promoters. This is a rather serious consideration, and we think that the Lord Chancellor may well deem it advisable—having shewn the good faith of the experiment by suggesting for trial the enormous district proposed—to yield to the representations of our correspondent and others, and limit the area to the portion north of the Thames. If the experiment proves successful within that area, extension to the district south of the Thames would almost necessarily follow at the end of the three years. But another reason for the restriction is to be found in the interest of the new system. If we were disposed to assist in the wrecking of a scheme which has now received the sanction of Parliament, we should wish for nothing better than a district so large as to throw a huge mass of transactions at once upon a newly-organized office; the result being such delay and friction as would give rise to widespread dissatisfaction. But we think that the concessions which have been made ought to be met by a readiness to give the system a fair chance, and this would be facilitated by the restriction of the district as above suggested.

THE SALE of Food and Drugs Bill, which was introduced into the House of Commons by Mr. CHAPLIN just before Parliament was prorogued, ought, if it becomes law next Session as is proposed, to be a valuable check on the adulteration of food. No doubt the penalties for adulteration are too light; and in many cases they are not sufficiently heavy, in comparison with the large profits which may be made, to deter a dishonest tradesman from committing the offence. The Bill proposes that the *minimum* fine for a second or subsequent offence shall be five pounds, and that in the case of a third or subsequent offence imprisonment may be imposed without the option of a fine. The Bill further provides that where a person is convicted for the second time within twelve months of an offence under the Food and Drugs Acts, and the court before whom he is tried finds as a fact that he committed both offences knowingly and willingly, the court may order that a notice of the facts shall be affixed to his premises for a period not exceeding twenty-one days, at the cost of the offender. If this proposal becomes law, it ought to be a most powerful weapon in the hands of justice. It is rather hard to imagine that many customers would throng Mr. A.'s shop to buy his tea in the face of a large and prominent printed notice that he had just been convicted of selling as tea "a mixture composed of tea, sand, quartz, and magnetic oxide of iron," as was the fact in one reported case. Probably the knowledge that a conviction may ruin his trade entirely will do as much as the dread of imprisonment to keep the tradesman in the straight path. Under the present law, if a person charged with adulteration prove that he himself bought the article in question with a written warranty of its purity, and that when he sold it he had no reason to doubt its purity, he is entitled to acquittal. This provision, however, although perfectly just in its intention, often causes a great deal of unnecessary expense, trouble, and delay, through the prosecution having no notice of this defence before the trial. To obviate this, it is now proposed that a warranty shall not be available as a defence in such a case unless the defendant has, within seven days of receiving notice from the purchaser of his intention to take proceedings, sent to the purchaser a written notice stating that he intends to rely on the warranty, and giving the name and address of the person from whom he received it. Amendments in the law of evidence are also suggested which will no doubt save a great deal of unnecessary expense. It is proposed that at the hearing of any charge under the Food and Drugs Acts the production by the defendant of a certificate of any public analyst shall be sufficient evidence of the facts stated therein, unless the prosecutor requires that the analyst shall be called as a witness. Also, the certificate of any one of the Somerset House analysts is to be sufficient evidence of the facts stated, unless either party requires that the analyst be called as a witness.

THE DECISION of the Court of Appeal as to discovery of documents in the case of *Frankenstein* v. *Gavin's Cycle Co.* (1897, 2 Q. B. 62) raises a very serious difficulty in the way of a plaintiff who may have a perfectly good cause of action, but is unable to prove it without inspection of documents in the possession of the defendant. The claim in that case was for damages for fraudulent representations contained in a prospectus, the main mis-statement relied on being that "12,500 applications had been received by the defendants from persons wishing to be enrolled as annual subscribers to the company." An order for discovery was obtained by the plaintiff, and the defendants filed an affidavit stating that they had 12,500 applications from proposed subscribers, but claiming privilege for them as forming part of their case alone, and not tending to support the plaintiff's case. It was held by the Court of Appeal, following *Attorney-General* v. *Emerson* (10 Q. B. D. 191), that the plaintiff was bound by this statement in the affidavit, and that the documents were therefore privileged. The result may have been correct in the case in question, but it is to be observed that the existence or non-existence of these applications formed the whole basis of the plaintiff's action; also that it was impossible for him to ascertain the truth by any other means than discovery. It may further be observed that in such an action (at any rate) it could have done the defendants no possible harm to disclose these documents if they existed, and their production must have put an end to the plaintiff's claim, with the result that he would have had to pay all the costs incurred up to that time. If, on the other hand, the documents did not exist, the affidavit would have been false, and it would have clearly been right for the plaintiff to have an opportunity of ascertaining that. Similar circumstances arise in very many cases where a plaintiff may have a genuine cause of action, but cannot convert what is merely suspicion into certainty without inspection of documents in the possession of a defendant, and although of course at the trial it may become necessary for the defendant to produce such documents, the case is very likely not to reach that stage if the plaintiff is unable, from want of discovery, to make out a *primâ facie* case. Considering, therefore, the looseness with which affidavits are frequently sworn, it seems scarcely right to enable a party to constitute himself the judge of the materiality and effect of documents in his possession, and by merely swearing that they support his case and not that of his opponent to obtain protection from discovery. If a defendant has a good defence, discovery is not likely to injure him; and if he has a bad defence, there is no reason for extending any special protection to him. It is, therefore, submitted that it would be more equitable if the judge were to either look at the documents (if not too voluminous) or were to exercise a discretion as to whether they were likely to form part only of the case of the party claiming privilege. If it seemed probable that a party was seeking to manufacture either a claim or a defence out of documents in the other party's possession, no doubt discovery would be refused; but if the claim or defence appeared to be genuine, it would not be allowed to suffer the risk of failure owing to protection of documents for which privilege is claimed merely on the oath of an interested party.

A NICE point as to an obligation to subscribe for shares arose in *Re London and Colonial Finance Corporation (Limited)* and divided the Court of Appeal. Under the memorandum of association of the company the capital was £121,200 in £10 shares, of which 120 were to be founders' shares and 1,200 ordinary shares. Each subscriber for a founder's share was required, in addition to paying up the nominal amount of that share, to subscribe for fifty ordinary shares for every founders' share held by him. Upon this provision two questions arose; first, whether the holder of a founders' share was bound himself to subscribe for and take the fifty ordinary shares, or whether he could discharge his obligation by obtaining other persons to subscribe; and secondly, whether he must take the ordinary shares forthwith upon the allotment of the founders' shares, or whether it was sufficient if he did this within a reasonable time afterwards. At the outset the directors allotted founders' shares and the corresponding ordinary shares simultaneously, and in this manner, among other allotments, eighty founders' shares and 4,000 ordinary shares were allotted to allottees who were entitled to and who subsequently repudiated the allotment. These eighty founders' shares were then allotted by the directors among themselves and the secretary, but they did not take the ordinary shares. It appeared, however, that they did obtain subscribers for the 4,000 ordinary shares. Under these circumstances the liquidator of the company sought by a misfeasance summons to make the directors liable for not themselves taking up the ordinary shares. There is a good deal to be said for the view taken by Lord LUDLOW, L.J., that the directors were bound to take the shares personally, and that they were bound to accept an allotment *une fois* with the allotment of the founders' shares, though, inasmuch as the company had suffered no loss, he agreed with the majority of the court that there was no misfeasance for which the directors could be made liable. For the purpose of the case he defined a misfeasance as a breach of duty or trust by the directors resulting in loss to the company. The majority of the court, however, consisting of LINDLEY and CHITTY, L.JJ., adopted a looser construction and held that the obligation to take shares was satisfied by obtaining subscribers for them, and that the holders of the founders' shares were entitled to a reasonable time within which to do this. But considering the effect of section 11 of the Companies Act, 1862, under which every

member of the company is bound by the provisions of the memorandum of association as though he had entered into a covenant to observe them, it is doubtful whether this construction really carries out the contract of the parties. It would seem that from the moment of the allotment of a founders' share the allottee is under a contract to take fifty ordinary shares, and he would be bound, as Lord LUDLOW said, to accept an allotment of them. Practically it may be the same if he gets subscribers elsewhere, but this is not the bargain which he has made. Had this view prevailed, it would apparently have had the very serious result of making the holders of the eighty founders' shares liable to be placed on the register in respect of 4,000 ordinary shares.

WE HAVE received from the Council of the Incorporated Law Society a copy of "The Records of the Society of Gentlemen Practisers in the Courts of Law and Equity called the Law Society," which have been recently published with an introduction by Dr. EDWIN FRESHFELD. The records, which were lately found by Mr. WILLIAMSON, the secretary of the Incorporated Law Society, in the basement of the society's premises, are extremely interesting and important for the light they throw on the circumstances of the profession in the last century, and also as shewing the origin of the present Law Society. The records commence in 1739, and continue without any considerable break until the year 1810. Then there is a gap till 1825, which it is possible may yet be filled up. Apparently the "gentlemen practisers" first met together for convivial purposes, but they soon established their society upon a basis of greater utility, and they turned their attention both to disciplinary measures and to the protection of their own professional interests. The first record is the minute of a meeting of the society held in February, 1739, at which the members declared their utmost abhorrence of "all male and unfair practice," an expression which we now use more shortly in the form of malpractice, and soon afterwards the society was actively engaged in getting unworthy practitioners struck off the rolls. Among the lawyers who were thus punished was WREATHOCKE, the solicitor for one of the parties in the well-known highwaymen's case. The introduction gives a full account of the litigation between the society and the Scriveners' Company. We hope to notice the volume in some detail shortly.

COMPOUND SETTLEMENTS UNDER THE SETTLED LAND ACTS.

LATELY the doctrine of "compound settlements," first promulgated by STIRLING, J., in *Aylesbury* v. *Iveagh* (1893, 2 Ch. 345, discussed 37 SOLICITORS' JOURNAL, 336), has received some novel and startling developments.

In *Re Meade's Settled Estates* (1897, 1 I. R. 121) trustees for the purpose of the Settled Land Act were appointed of a will which empowered the tenant for life to charge the settled land with pin money, jointure, and portions, and to create a term for that purpose; and it was held by LAWSON, M.R., that after these powers had been exercised by a settlement, the will and settlement formed together a compound settlement, and that, notwithstanding the appointment of the trustees of the will, it was necessary to appoint trustees of this compound settlement for the purposes of the Settled Land Acts, to enable the tenant for life to exercise the power of mortgaging conferred on him by the Settled Land Act, 1890, s. 11. In his judgment the Irish Master of the Rolls, while admitting that the term derived its validity from the will, and that for many purposes it was to be read as if it had been written into the will, held that it was a part of the settlement under which the lands were held, and that the instrument creating it formed part of the settlement.

Re Meade has been followed and approved by NORTH, J., in *Re Tibbets' Estates* (1897, 2 Ch. 149). In this case a tenant for life under a will appointed, under a power in the will, the settled land for a term of years to secure portions; she married three times, and on her second and third marriages she demised her life interest to trustees on trust to raise certain annual sums for her benefit, and to pay the premiums on policies on her life, which were thereby settled. The estates tail were barred and the estates resettled (subject to a power of appointment) to the uses declared by the will. On the marriage of one of her daughters part of the settled estates was demised by the tenant for life and her husband to trustees on trust to raise certain annual sums and to hold them on the trusts of a deed of even date. On an application to appoint trustees for the purposes of the Settled Land Act, NORTH, J., approving of *Re Meade* as regards the portions and the term for securing them, appointed trustees for the purposes of the Act of the compound settlement constituted by the will and the five deeds.

It is tolerably clear from a perusal of the arguments that, in the opinion of NORTH, J., the trustees for the purposes of the Act of the will alone would have been unable to give a receipt for the moneys payable on a sale of the settled land.

We do not intend to discuss the question whether these decisions can be supported or not. But from inquiries which we have made we are certain that, if the above-mentioned decisions are correct, a very large number—perhaps a majority—of titles depending on sales by a tenant for life under his statutory powers are bad. It has not hitherto been the practice on a sale by a tenant for life to inquire whether he has exercised powers of charging portions or jointures: a purchaser has been contented with taking a conveyance from the tenant for life on payment of the purchase-money to the trustees for the purposes of the Acts of the settlement under which he is tenant for life, without making inquiry as to the existence of any subsequent instruments which may, together with the original settlement, form a compound settlement. So that in cases where a compound settlement existed at the time of the sale the purchaser did not get a valid conveyance.

There remains the question as to the liability of a solicitor for negligence who has accepted a title without making inquiries as to the existence of a compound settlement. There can be no doubt that a solicitor who puts an erroneous construction on an instrument which is doubtful in its terms is not liable for negligence (*Bulmer* v. *Gilman*, 4 Man. & Gr. 108, and *Godefroi* v. *Dalton*, 6 Bing. 460); and having regard to the general opinion of conveyancers on the construction of the Act, we may lay down without hesitation that a solicitor who has accepted a title without going into the question whether a compound settlement has come into operation will be safe.

We may perhaps add that, in our opinion, the decisions in question cannot be supported, but, even if our view is correct, a prudent solicitor will, until the decisions are reversed, act as if they were correct. It will therefore be the duty of solicitors to decline to accept a title where there is a compound settlement without seeing that trustees of that settlement for the purposes of the Acts are duly appointed. There may be difficulties in ascertaining whether a compound settlement has been created. The vendor's solicitor may, in answer to inquiries, decline to state whether any settlement not appearing on the abstract has been executed, in reliance on *Re Ford & Hill* (10 Ch. D. 365). If this answer is given, it is difficult to see how a purchaser can safely complete, for it will be observed that he only obtains the fee simple in cases where the conveyance is strictly in accordance with the Act—*i.e.*, if, among other things, he pays the purchase-money to the proper persons, and if he pays it to the trustees of the original settlement instead of the trustees of the compound settlement, he will get nothing except that which the tenant for life can convey out of his own interest.

We suppose that few Acts of Parliament are better drawn than the Settled Land Act, 1882. It was settled by Mr. WOLSTENHOLME in consultation with the late Sir F. REILLY, two of the most eminent draftsmen of their time. It was circulated in draft among the conveyancing bar, their comments were asked for, and were carefully attended to. Yet, in spite of the skill and labour employed on the Act of 1882, the Act will, if the decisions we have described are upheld, be a constant source of expense, owing to the necessity of applying to the court for the purpose of having trustees of the compound settlement appointed, and they will afford a most striking instance of the maxim "new inventions of assurance are dangerous" (Co. Lit. 377*b*).

We hope that an Act will shortly be passed dealing with the subject of "compound settlements." It might reasonably provide that so long as a compound settlement exists, the trustees

for the purposes of the Act of the earlier of the instruments which together constitute the compound settlement shall be trustees for the purposes of the Acts of the compound settlement, and it ought to be retrospective.

In the meantime it may be convenient to insert in every settlement a provision to the effect following: "The said A. and B. and the survivor of them, or other the trustees or trustee for the time being of these presents, shall be the trustees of these presents and of any compound settlement consisting of these presents and any other instrument or instruments for the purposes of the Settled Land Acts, 1882 to 1890." It cannot be doubted that where a settlement is effected by more than one instrument a declaration in the original settlement that certain persons are to be trustees of the compound settlement will be sufficient; it comes within the letter of the Settled Land Act, 1882, s. 2 (8), and all persons taking under the settlement which is made after the original settlement necessarily take under the original settlement, and are bound by it. But, on the other hand, an appointment of trustees under the later settlement will be ineffectual during the continuance of the earlier settlement, unless indeed all persons claiming under that settlement are *sui juris* and are able to convey the land subject to the uses of the original settlement for the whole of the estate thereby settled except the estates carved out of it by the new settlement.

MORTGAGES OF RATES.

I.

SOME notes on mortgages of rates may, it is thought, be serviceable in the preparation of such a security.

Statutory power.—A local authority cannot mortgage the rates unless power for the purpose is given by statute (*Reg* v. *Reed*, 5 Q. B. D. 483).

Restrictions.—An intending mortgagee must, except so far as he may be excused by the terms of the statutory power, inquire whether all restrictions on the borrowing power of the local authority have been complied with, otherwise he will not obtain a valid security (*Ex parte Watson*, 21 Q. B. D. 301). In the case of a municipal corporation, however, if the restrictions have not been complied with, a mortgagee may maintain an action for debt (*Payne* v. *Mayor of Brecon*, 3 H. & N. 572), and it seems that a transferee for value without notice of any irregularity is in some cases protected (*Webb* v. *Commissioners of Herne Bay*, L. R. 5 Q. B. 642).

Principal restriction.—The principal restriction is that no mortgage of a rate can be made without the sanction of some public authority, which is in most cases the Local Government Board. A mortgage without this sanction is void (*Ex parte Watson*, 21 Q. B. D. 301).

Other restrictions.—Other restrictions relate to the amount which may be borrowed, the mode of repayment, and the purposes for which money may be raised.

Where the mortgage money is repayable by instalments, the local authority cannot redeem without the consent of the mortgagee except by such instalments (*Guardians of West Derby Union* v. *Metropolitan Life Assurance Society*, 1897 1 Ch. 335; ante, p. 669.

General Statutes.—The are several statutes which relate generally to mortgages of rates.

The Commissioners Clauses Act, 1847.—The Commissioners Clauses Act, 1847, contains provisions which are usually incorporated in special Acts authorizing the execution of public works by improvement commissioners and others. Every mortgage of rates under its provisions (section 75) must be by deed, which must be duly stamped and must state the consideration. The mortgage must be made under the common seal of the commissioners if they are a body corporate, or if they are not a body corporate must be executed by the commissioners or any five of them. A form of mortgage is given in the schedule to the Act. The Act also contains provisions as to priority (section 75), as to registration of mortgages (section 76), as to transfers (sections 77 and 78), as to payment of interest (section 79), as to repayment within a limited time (sections 80, 81, 82, and 83), as to a sinking fund (section 84), and as to enforcing the security (sections 86 and 87).

The Public Health Act, 1875.—Statutory powers to mortgage rates are frequently conferred on local authorities by reference to the provisions of the Public Health Act, 1875. Mortgages of rates under that Act require the sanction of the Local Government Board (section 233), and every mortgage must be by deed (section 236), which must state the date, consideration, and the time and place for repayment, and must be under the common seal of the local authority; a form of mortgage is scheduled to the Act.

The Act contains provisions as to registration of mortgages (section 237), as to transfers (section 238), and as to enforcing the security (section 239).

The restrictions imposed by the Act are (section 234):—

(1) The money is not to be borrowed except for permanent works.

(2) The money borrowed is not at any time, with the balances of previous outstanding loans, to exceed in the whole the assessable value for two years of the premises assessable within the district.

(3) Where the sum proposed to be borrowed with such balances would exceed the assessable value of such premises for one year the Local Government Board are not to give their sanction to the loan until one of their inspectors has held a local inquiry and reported to the board.

(4) The money may be borrowed for such time, not exceeding sixty years, as the local authority with the sanction of the Local Government Board determine, and must be paid off by equal annual instalments of principal, or of principal and interest, or by the creation of a sinking fund; and where the money is borrowed for the purpose of discharging a previous loan, the time for repayment must not extend beyond the unexpired portion of the period for which the original loan was sanctioned, unless with the sanction of the Local Government Board.

The assessable value for two years of the premises assessable within a district is in practice, it is believed, ascertained by taking the assessable value for the current year and doubling it.

The Local Loans Act, 1875.—By the Local Loans Act, 1875, any local authority which has power to levy a rate or issue a precept therefor (section 34) may, notwithstanding the provisions of any Act previously passed, borrow under that Act any money authorized to be borrowed (section 31).

The local rates are to be mortgaged by the issue of debentures or annuity certificates (sections 5 and 7) containing a charge thereon.

Debenture stock may be issued where the local authority has power to do so (section 6).

A local authority may also borrow under the Act for the purpose of discharging an existing loan (section 31).

The Act contains provisions as to priority (section 8), as to the discharge of the loan by instalments or by means of a sinking fund (sections 13, 14, and 15), as to registration of mortgages (section 23), and as to enforcing the security (sections 11 and 12).

A mortgagee under the Act is not bound to inquire into the application of the mortgage money (section 10): this provision is not contained in the Commissioners Clauses Act, 1847, or in the Public Health Act, 1875; hence, where the mortgage is made under the provisions of either of those Acts, the mortgagee is, it seems, bound to inquire into the application of the mortgage money (*Cotterel* v. *Hampson*, 2 Vern. 5). It may be, however, that as regards the mortgagee, the local authorities would be held to be either beneficial owners or trustees of the rate mortgaged, in either of which cases they would have power to give receipts. (Trustee Act, 1893, s. 20.)

The Public Works Loans Act, 1875.—The Public Works Loans Act, 1875, confers on the Public Works Loan Commissioners discretionary power to make loans on the security of rates to a local authority having power to borrow for the purpose of any of the works mentioned in a schedule to the Act (sections 9 and 12).

A loan under the Act on the security of a mortgage of any rate cannot after the money has been expended be impeached

on the ground of any defect in the power or title of the local authority (section 19). The mortgages are to be taken in the name of the secretary to the commissioners (section 20).

The Act also contains provisions as to interest (section 10), as to repayment (section 10), and confers on the commissioners, where there is default in repayment, power to make and levy the rate mortgaged (section 23). A form of mortgage is prescribed (sections 27 and 51), but the fact of the secretary of the Loan Commissioners being a party is conclusive evidence as to form (section 32). Power is given to the Treasury, on the recommendation of the commissioners, to suspend payment for five years of principal and interest (section 37). Provision is also made for substituting one security for another (section 38).

The works enumerated in the schedule are very comprehensive, and comprise the principal works which are in the power of local authorities to execute.

From the foregoing remarks it would appear that the present state of the law respecting mortgages of rates demands a consolidating Act containing provisions uniformly applicable to mortgages of rates by any local authority, which Act should be made applicable to all existing cases, and be incorporated in all future measures conferring a power on local authorities to mortgage rates. The mortgagee should in all cases be relieved of any obligation to inquire into the application of the mortgage money.

LEGISLATION IN PROGRESS.

Bills Passed into Law.—On the 6th inst. the Royal Assent was given to the Metropolitan and other Police Courts, Patent Office Extension, Public Offices (Whitehall) Site, Poor Law Officers' Superannuation Act (1896) Amendment, Chaff-cutting Machines (Accidents), Merchant Shipping (Undermanning), Cotton Cloth Factories, Poor Law, Cleansing of Persons, Police (Property), School Boards' Expenses, Infant Life Protection, Isle of Man (Church Building Acts), Volunteers, Weights and Measures (Metric System), Naval Works, Burials Joint Committee, Dangerous Performances, Yorkshire Coroners, Post Office and Telegraphs (Facilities and Pensions), Metropolitan Police (Borrowing Powers), Military Manœuvres, District Councils (Water Supply Facilities), Public Works Loans, Archdeaconry of London (Additional Endowments), Expiring Laws Continuance, Workmen (Compensation for Accidents), Foreign Prison-made Goods, Metropolitan Water Companies, Merchant Shipping (Exemptions from Pilotage), Post Office Sites, and Land Transfer Bills, and to a large number of Provisional Order and private Bills.

CORRESPONDENCE.

THE LAND TRANSFER ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Allow me to express my grateful acknowledgments for the course which you have adopted with regard to the Land Transfer Bill, now an Act. At the same time, I differ from you very strongly in approving of the whole of the administrative county of London being proposed for a trial of the system.

It should be remembered that the experiment will, if it should fail, be irrevocable so far as the county of London is concerned, and that it is proposed to experiment upon that enormous district simply for the purpose of ascertaining whether the system shall, if it succeeds, hereafter be extended to other parts of the county.

It being common ground that the whole thing is an experiment, for which no one is at all anxious, except, perhaps, the officials of the Land Registry Office, the district to be operated upon should, at least, be selected with some desire to confine the experiment within reasonable limits.

When the number and nature of the transactions which of necessity will take place day by day in the administrative county of London when the scheme is at work is considered, it is perfectly obvious that it is wholly unnecessary to select so large a district to secure a fair trial. The district comprising the administrative county of London is quite of modern origin, and its boundaries are at present very little known without constant reference to a map.

One of the reasons for selecting this district is, I understand, that the Land Registry Office is situated within the district. Now, if this is the case, and a fair and reasonable trial is desired, why not confine the experiment, say, to so much of the original county of Middlesex as is geographically situated within the administrative county of London, or so much of the original county of Middlesex as is situated within the jurisdiction of the Middlesex County Council? Either of these districts would surely offer adequate area for a fair trial. If the system fails, as is not impossible, the smaller the area, so long as it affords a fair trial, the better it will be for all parties.

When gentlemen of so much eminence as Mr. Gedge, M.P., and Mr. B. G. Lake, coupled with the Attorney-General, differ as to the scope and effect of the Act, as is evidenced by the recent correspondence in the *Times* and the last debate on the Bill in the House of Commons, and when, as is most likely, both the Lord Chancellor and the Attorney-General would fail to pass a satisfactory examination as to the nature and effect of the Act, and possibly also Mr. Lake might not do very well, it is surely only wise and just, apart from other obvious considerations, that the area to be operated upon should be no larger than the necessities of the case demand. Why, then, propose to carry this experiment into the extensive district of London south of the Thames, and why not, for example, limit it to so much of the county of London north of the Thames as is situated within the original county of Middlesex.

Notwithstanding the period of the year and the apathy and indifference of solicitors generally, by reason of the growing demands upon their time, I do hope that some well-directed effort may be made, unless its necessity is avoided by the Lord Chancellor and others adopting a wise and statesmanlike course of action, to prevent the experiment taking place in an unnecessarily large and inconvenient area, so that the system can be easily extended if it proved a success, and the resulting evils reduced if the system fails.

I cordially and gratefully acknowledge the debt the profession is under to Mr. B. G. Lake for his past able and energetic efforts, and I deeply regret, if it becomes me to say so, that if I rightly understand his recent efforts, I am unable to recognize the advantage they have been either to the public or to the profession. It may well be that the continued and persevering efforts of the Land Registry officials, who perhaps have had little else to do, having proved too much, Mr. Lake has at length, tired and weary, been forced to give way.

But the scheme is either good or bad. If, as is generally believed, it is the latter, by those most competent to judge, and who have no other than the public interests to serve, why have given way: but having given way and an experiment being forced, why propose to apply the test to an admittedly much too large a district, when in case of failure the injury seems to be irreparable? A really skilful operator always confines his experiments within the narrowest possible limits.

And here I say nothing as to the Bill having been forced through Parliament in its expiring hours, when most of the members representing the metropolis had necessarily left for reasonable repose. This and other points can be better dealt with later on when—if, as I hope may not be the case, it should be necessary—some united and effective steps can be taken by solicitors and others in the various districts of the metropolis to call attention to those grounds upon which it may be fairly contended that the experiment should take place within a reasonably limited area, and where, if the scheme fails, the mischief which must ensue will be as small as possible.

Perhaps it should be added that I write, not merely as a practising solicitor, but as one of the proposed victims. It is bad enough to be forced to have one arm amputated to see if a similar operation will benefit entire strangers; but, being a freeholder both north and south of the Thames, I resolutely protest against suffering the loss of another arm before the effect of the operation upon the first can be fully ascertained.

W. J. Fraser.

2, Soho-square, W., Aug. 11.

CROSSING CHEQUES ON ACCOUNT OF PAYEE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With all deference to Mr. J. A. Scully, I doubt very much if the case cited by him (*National Bank* v. *Silke*) can be relied on as supporting his view. The case appears to have been decided without much consideration, or Lindley, L.J., could hardly have made the strange mistake of doubting whether any words could prevent the transfer of a cheque payable to bearer or to order except the statutory words "not negotiable"—words which we all know have no such effect. It was, moreover, a case where the indorsees were themselves the bankers named in the crossing. All that it decided was that the indorsement had the effect of transferring the cheque to them, so as to entitle them to sue upon it. No doubt it may be argued that if the cheque could be transferred to the bankers, it must have been equally capable of transfer to anyone else; but, supposing it to have been so transferred to a third party, it could only be *paid* to the bankers to whom it was crossed, and it yet remains to be decided whether they would not be bound to carry the money when received to the credit of the original payee, as directed by the special crossing. Lindley, L.J., expressly recognizes the crossing as "a direction to the plaintiffs to carry the amount of the

cheque to Moriarty's account when they have received it"; and he says nothing to throw doubt on the efficacy of such a direction.

An "indorsement" need not be written on the back of the cheque; and it seems to me (to say the least) very arguable that the special crossing in *National Bank* v. *Silke*, and that suggested by your correspondent J. G. G., should be held to constitute, with the indorsement on the back, a restrictive indorsement within the meaning of section 35 of the Bills of Exchange Act. Taking the crossing and the indorsement in blank together, they seem the exact equivalent of the illustration given in section 35 (1): "Pay D. for the account of X." Such an indorsement creates a trust binding on every holder (see Byles on Bills, p. 181, 14th ed.). However this may be, it seems to me that the matter can be put beyond doubt by the simple expedient of drawing the cheque to the drawer's own order, and then indorsing it specially to the creditor's bankers for the account of their customer.

August 9. L. W. L.

NEW ORDERS, &c.

DRAFT RULES OF THE SUPREME COURT.

[To come into operation 24th October, 1897.]

ORDER XXX., RULE 1.

Rule 1 (*b*) of the Rule of the Supreme Court (May), 1897, shall be read with the addition of the following words:—

"or to enter judgment in default of appearance under Order XXVII., Rule 2."

ORDER XXX., RULE 8.

In any action to which Rule 1 of this Order applies, if the plaintiff does not within 14 days from the entry of the defendant's appearance take out a summons for directions under this Order or for summary judgment under Order XIV., the defendant shall be at liberty to apply for an Order to dismiss the action and upon such application the Judge may either dismiss the action on such terms as may be just or may deal with such application in all respects as if it were a summons for directions under this Order.

RULE OF THE SUPREME COURT, AUGUST, 1897.

ORDER LXIV.

Rules 4 and 5 of Order LXIV. of the Rules of the Supreme Court, 1883, are hereby annulled, and the following Rules shall be substituted in lieu thereof:—

4. *Order LXIV.*] In causes intended to be tried during the Autumn Assizes at any place for which the Commission Day is fixed by Order in Council for a day prior to the 1st of December, summonses may be issued and pleadings may be amended, delivered, or filed in the Long Vacation on and after the 1st day of October in any year, but pleadings shall not be amended, delivered, or filed during any other part of such vacation, unless by direction of the Court or a Judge.

5. Save as in the last preceding Rule mentioned, the time of the Long Vacation in any year shall not be reckoned in the computation of the times appointed or allowed by these Rules for amending, delivering, or filing any pleading unless otherwise directed by the Court or a Judge.

The 4th of August, 1897.

(Signed) HALSBURY, C.
" RUSSELL OF KILLOWEN, C.J.
" F. H. JEUNE, P.
" ROMER, J.
" R. B. FINLAY.
" H. H. COZENS-HARDY.
" WM. GODDEN.

THE FINANCE ACT, 1894.

ORDER IN COUNCIL.

Whereas by section twenty (3) of "The Finance Act, 1894," it is enacted that Her Majesty the Queen may, by Order in Council, apply that section to any British Possession where Her Majesty is satisfied that by the law of such Possession either no duty is leviable in respect of property situate in the United Kingdom when passing on death, or that the law of such Possession as respects any duty so leviable is to the like effect as the foregoing provisions of that section;

And whereas Her Majesty is satisfied that the law of the Island of Jamaica as respects the duty leviable in respect of property situate in the United Kingdom when passing on death is to the like effect as the provisions of sub-section (1) of the aforesaid section.

Now, therefore, Her Majesty, by virtue and in exercise of the power by the aforesaid Act in Her Majesty vested, is pleased, by and with the advice of her Privy Council, to order, and it is hereby ordered that the twentieth section of "The Finance Act, 1894," shall apply to the Island of Jamaica.

C. L. PEEL.

THE COUNTY COURTS ACT, 1888.

ORDER IN COUNCIL.

Whereas it is enacted by "The County Courts Act, 1888," that it shall be lawful for Her Majesty, by Order in Council, from time to time to alter the number and boundaries of the Districts and the place of holding any Court, and to order the discontinuance of the holding of any Court, and the consolidation of any two or more Districts, and the division of any District and to order by what name and in what towns and places a Court shall be held in such District.

And whereas it has been represented that it would be of advantage to the public if the County Court of Glamorganshire holden at Aberdare were ordered to be held at Mountain Ash as well as at Aberdare.

Now, therefore, Her Majesty is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, that from and after the date of this Order the County Court of Glamorganshire holden at Aberdare shall be held at Mountain Ash as well as at Aberdare.

C. L. PEEL.

ASSIZES.

ORDER IN COUNCIL.

Whereas by an Order in Council, bearing date the twenty-eighth day of July, one thousand eight hundred and ninety-three, as subsequently amended, certain arrangements as regards the circuits of the Judges were approved:

And whereas it is expedient that the said Order be amended with respect to the Autumn, Winter, and Easter Assizes on the Northern Circuit, and to the Winter Assizes on the North and South Wales Circuits:

Now, therefore, Her Majesty in Council is pleased to order, and it is hereby ordered as follows:

In the Order in Council relating to Circuits, dated the twenty-eighth day of July, one thousand eight hundred and ninety-three, the schedule to this Order shall be substituted for so much of the scheme in the schedule to said Order of July, one thousand eight hundred and ninety-three, as relates to the Autumn, Winter, and Easter Assizes on the Northern Circuit, and to the Winter Assizes on the North and South Wales Circuits; and the said Order in Council shall take effect subject to the substitution made by this Order, and any copy thereof hereafter printed may be printed with the substitution made by this Order.

C. L. PEEL.

SCHEDULE.

CIRCUITS OF THE JUDGES—CIVIL AND CRIMINAL.

Judges in Town.	Winter Assizes. Commission Days.	Northern.	North Wales. Chester, and Glamorgan.	South Wales and Chester.
11	January 11 ...			
"	" 12 ...			
"	" 13 ...			
"	" 15 ...			
"	" 16 ...			
"	" 17 ...	Appleby		
"	" 18 ...			
"	" 19 ...	Carlisle		
"	" 20 ...			
10	" 22 ...			
"	" 23 ...			
"	" 24 ...	Lancaster		
"	" 25 ...			
"	" 26 ...			
8	" 27 ...	Manchester (2)		
"	" 29 ...			
"	" 30 ...			
"	" 31 ...			
"	February 1 ...			
"	" 2 ...			
"	" 3 ...			
"	" 5 ...			
"	" 6 ...			
"	" 7 ...			
"	" 8 ...			
"	" 9 ...			
"	" 10 ...			
"	" 12 ...			
"	" 13 ...	Liverpool (2)		
"	" 14 ...			
"	" 15 ...			
"	" 16 ...			
"	" 17 ...			
"	" 19 ...			
"	" 20 ...	...	Newtown	
"	" 21 ...			
"	" 22 ...	...	Dolgelly	
"	" 23 ...	...	...	Haverfordwest
9	" 24 ...	...	Carnarvon	
"	" 26 ...	...	...	Lampeter
"	" 27 ...			
"	" 28 ...	End)	...	Carmarthen

8	March	1	...		
,,	,,	2	...	...	Beaumaris
,,	,,	3	...	...	Ruthin
7	,,	5	...	...	... Brecon
,,	,,	6	...		
,,	,,	7	...	...	Mold Presteign
,,	,,	8	...		
,,	,,	9	...	...	Chester (2)
,,	,,	10	...		
,,	,,	12	...		
9	,,	13	...		
,,	,,	14	...		
,,	,,	15	...	...	Cardiff (2)
,,	,,	16	...		
,,	,,	17	...		
,,	,,	19	...		
,,	,,	20	...		
,,	,,	21	...		
,,	,,	22	...		
,,	,,	23	...		
,,	,,	24	...		
,,	,,	26	...		
,,	,,	27	...		
,,	,,	28	...	...	(End)

AUTUMN CIRCUIT.

Criminal Business only, except where otherwise stated.

Autumn Assizes. Commission Days.			Northern.
October	25	...	
,,	26	...	
,,	27	...	
,,	28	...	
,,	30	...	
,,	31	...	
November	1	...	Carlisle.
,,	2	...	
,,	3	...	
,,	4	...	Lancaster.
,,	6	...	
,,	7	...	
,,	8	...	Manchester (2) (Civil and Criminal).
,,	9	...	
,,	10	...	
,,	11	...	
,,	13	...	
,,	14	...	
,,	15	...	
,,	16	...	
,,	17	...	
,,	18	...	
,,	20	...	
,,	21	...	
,,	22	...	
,,	23	...	
,,	24	...	
,,	25	...	
,,	27	...	Liverpool (2) (Civil and Criminal).
,,	28	...	
,,	29	...	
,,	30	...	
December	1	...	
,,	2	...	
,,	4	...	
,,	5	...	
,,	6	...	
,,	7	...	
,,	8	...	
,,	9	...	
,,	11	...	
,,	12	...	
,,	13	...	(End).
,,	14	...	
,,	15	...	
,,	16	...	
,,	18	...	
,,	19	...	
,,	20	...	
,,	21	...	

EASTER CIRCUIT.

—		Northern.
April	11	...	
,,	12	...	
,,	13	...	
,,	14	...	
,,	15	...	
,,	17	...	Manchester (2) (Civil and Criminal).
,,	18	...	
,,	19	...	
,,	20		

—		Northern.
April	21	...	
,,	22	...	
,,	24	...	
,,	25	...	
,,	26	...	
,,	27	...	
,,	28	...	
,,	29	...	
May	1	...	
,,	2	...	Liverpool (2) (Civil and Criminal).
,,	3	...	
,,	4	...	
,,	5	...	
,,	6	...	
,,	8	...	
,,	9	...	
,,	10	...	
,,	11	...	
,,	12	...	
,,	13	...	
,,	15	...	
,,	16	...	
,,	17	...	
,,	18	...	(End).

When Whit Sunday shall fall before the twenty-first of May, these days shall be altered so as to enable these circuits to be finished on the Thursday before Whit Sunday.

CASES OF THE WEEK.

Court of Appeal.

Re THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883. KING *v.* EVERSFIELD. No. 1. 6th August.

LANDLORD AND TENANT—TENANCY FROM YEAR TO YEAR—MARKET GARDEN—CLAIM FOR COMPENSATION BY OUTGOING TENANT—AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883 (46 & 47 VICT. c. 61), s. 61—MARKET GARDENERS' COMPENSATION ACT, 1895 (58 & 59 VICT. c. 27), s. 4.

This was an appeal from the decision of Day and Lawrance, JJ., who, sitting as a Divisional Court, reversed the decision of His Honour Judge Martineau, sitting at the Hastings County Court. The question raised was whether the plaintiff was a tenant from year to year under a contract of tenancy within the meaning of section 61 of the Agricultural Holdings (England) Act, 1883, so as to entitle him to claim compensation under the Market Gardeners' Compensation Act, 1895, which forms part of the former Act.

Section 61 provides that a "contract of tenancy means a letting of, or agreement for the letting of, land for a term of years, or for lives, or for lives and years, or from year to year." By the Market Gardeners' Compensation Act, 1895, the Agricultural Holdings Act is extended to market gardens.

By an agreement dated the 22nd of October, 1886, the defendant let to the plaintiff a piece of garden ground at St. Leonard's-on-Sea, at the rent of £19 12s. a year, from the 29th of September, 1886, payable quarterly, on the four usual quarter days for payment of rent in every year. The agreement provided as follows:—"And the tenant agrees to pay the said rent at the times aforesaid, and to use the said premises as garden ground only, and to manure, crop, and cultivate the same in a husbandlike manner. And it is hereby agreed that the said tenancy may be determined by either party giving to the other three calendar months' notice to quit, or of his intention of quitting, as the case may be, on any day of the year." The said piece of land was used as a market garden. On the 17th of October, 1896, the defendant gave the plaintiff three months' notice to quit. The plaintiff having during his tenancy made certain improvements, thereupon claimed compensation in respect thereof, and appointed a referee to act for him. As the defendant refused to recognise his right to compensation on the ground

that he was not a tenant within the meaning of the Act, and refused to appoint a referee on his own behalf, the plaintiff applied to the county court for the appointment of a referee under section 9, sub-section 6, of the principal Act. The learned county court judge was of opinion that by the agreement a tenancy from year to year within the meaning of section 61 was created, and that the plaintiff was entitled to the benefit of the Act, and he accordingly made an order for the appointment of a referee. The defendant appealed to the Divisional Court, who reversed the judgment of the county court judge. From this decision the plaintiff now appealed.

THE COURT (Lord ESHER, M.R., A. L. SMITH, and RIGBY, L.JJ.) allowed the appeal.

Lord ESHER, M.R., in giving judgment, said the question before the court was not what would be the result between the parties if a referee were appointed, but simply whether the plaintiff was such a person as to entitle the county court judge to appoint a referee to decide what compensation the plaintiff might be entitled to. The Agricultural Holdings Act was passed to relieve a certain hardship—namely, that when a tenant came to the end of his term, the whole value of any improvements he had made on the land during his tenancy went to the landlord. It was said that the Act should be construed strictly, but he, the learned judge, thought that so far from construing it strictly, they ought to construe it as largely as possible in favour of the dispossessed tenant. The court had next to construe the agreement of October, 1886, under which the plaintiff had, until the end of 1896, held this land and paid rent. It was plain as possible that there was a letting here, and that the relation of landlord and tenant was created, and in his opinion the tenancy created was a tenancy from year to year. The subsequent clause in the agreement, that the tenancy might be terminated by either party giving to the other three months' notice, did not alter this construction of the agreement. He was of opinion that this was a contract of tenancy within the meaning of section 61, and that the plaintiff was therefore entitled to have a referee appointed to determine what compensation he was entitled to under the Market Gardeners' Act.

A. L. SMITH, L.J.—The question the Court had to decide was whether this agreement was a contract of tenancy within section 61 so as to enable the plaintiff to claim compensation under section 4 of the Market Gardeners' Act, which section in his opinion meant that a market gardener, in order to come under the Act, must be a tenant under a contract of tenancy at least from year to year. Did the agreement of October, 1886, create a tenancy from year to year, or did it only create a tenancy for a lesser period? The rent was a yearly rent, payable quarterly, and in his opinion that showed that a tenancy from year to year was intended. Taking the agreement as a whole, it was, he thought, a tenancy from year to year, with power to give a three months' notice to quit, and he did not think that it could be said that this proviso cut down the tenancy so as to constitute it a tenancy from three months to three months. This was, therefore, a tenancy within section 61 of the principal Act, and the plaintiff was therefore entitled to claim compensation under section 4 of the Market Gardeners' Act of 1895. The learned judge referred to the judgment of James, L.J., in *Re Threlfall*, 29 W.R. 128, 16 Ch. D., at p. 281.

RIGBY, L.J., also delivered judgment to the same effect. Appeal allowed.—COUNSEL, *Channell*, Q.C., and *Rawlinson*; *Lovett*, Q.C., and *Boxall*. SOLICITORS, *Langham, Son, & Douglas*; *Savory & Stevens*; for *Mann & Knight*, Hastings.

[Reported by R. G. STILLWELL, Barrister-at-Law.]

SYKES *v.* SYKES. No. 2. 10th August.

DIVORCE—RESTITUTION OF CONJUGAL RIGHTS—PETITION FOR ALIMONY PENDENTE LITE—AMOUNT OF ALIMONY, PRINCIPLES REGULATING—DISPUTE AS TO AMOUNT OF HUSBAND'S INCOME—AFFIDAVIT BY HUSBAND AS TO HIS MEANS—ORDER THAT HE ATTEND TO BE CROSS-EXAMINED ON HIS AFFIDAVIT—DISCRETION OF REGISTRAR OF JUDGE—DIVORCE RULES, 1865, rules 86, 191.

This was an appeal from an order made by Gorell Barnes, J., affirming an order of one of the registrars. Lady Sykes, the wife of Sir Tatton Sykes, Baronet, was petitioning for restitution of conjugal rights. She also petitioned for alimony *pendente lite*, alleging that her husband's income was about £70,000 a year. According to the practice, the wife's petition was not supported by any sworn evidence. The husband, by his answer, which was upon oath, gave particulars of his means, showing that his net income was only about £16,000 a year. Thereupon the wife applied, under Rule 86 of the Divorce Rules, for an order that he should attend to be cross-examined, for the purpose of showing that her statement as to his means, and not his own account, was correct. The registrar refused to make such an order, but allowed alimony *pendente lite* at the rate of £3,000, which he considered to be sufficient even if the husband's means were what the wife alleged. The wife appealed to Gorell Barnes, J., who affirmed the master's order. Lady Sykes appealed.

THE COURT (LINDLEY, Lord LUDLOW, and CHITTY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said: This is an appeal from an order made by Barnes, J., refusing to order the respondent, Sir Tatton Sykes, to attend to be cross-examined on his affidavit in answer to the petition for alimony *pendente lite*. The petitioner has filed a petition for restitution of conjugal rights, and a petition for alimony *pendente lite*, in which she states that her husband's income is £18,000 a year from investments, £40,000 a year from real property, and £14,000 a year from the sale of yearlings. The respondent has made an affidavit which strikes us all—and I have read it with some care—as full, and fair, and sufficient; that is to say, it is not an evasive affidavit at all, and it is not one which could usefully be supplemented by any further evidence. As regards his investments, he sets out a list of all his investments, and shows that his income therefrom is about £12,400 instead of £18,000. There is nothing to lead us to suppose that anything is being kept back, or that there is any desire on the deponent's part to reduce those investments or the income arising from them. As regards his alleged income of £14,000 from real estate, what he has done is this. His statement is to my mind singularly satisfactory. He says that his estates are managed by one Cholmondeley, and that he has requested Cholmondeley to make a balance-sheet for the last three years. That balance-sheet he produces and lays before the registrar, and it appears from that balance-sheet—in which there is nothing to suggest that it has been concocted or is misleading—that instead of having £40,000 he has a net income from that source of about £12,000. As regards his yearlings, there is a statement which gives, in the same satisfactory way, an account of that, and which shows that his income from that source was not £14,000 but £8,000, and that though in some years there was a large profit, yet the expenses were so enormous, that if you take the average of a number of years it is rather a losing concern than a gaining one. The wife now applies for an order that the husband attend to be cross-examined, relying upon Rule 86 of the Divorce Rules, which runs thus: "The wife, if not satisfied with the husband's answer, may object to the same as insufficient, and apply to the judge ordinary on motion to order him to give a further and fuller answer, or to order his attendance on the hearing of the petition for the purpose of being examined thereon." In connection with that I will read Rule 91, which strikes me as important, and which states the practice more fully. "All applications for an allotment of alimony pending suit, and for an allotment of permanent alimony heretofore made to the Court by motion in pursuance of Rules 89 and 91, shall hereinafter be referred to one of the registrars at the principal registry, who shall investigate the averments in the petition for alimony, answer, and reply, in the presence of the parties, their proctors, solicitors, or attorneys, and who, if he thinks fit, shall be at liberty to require the attendance of the husband for the purpose of being examined or cross-examined, and to take the oral evidence of witnesses, and to require the production of any documents, or to call for affidavits, and shall direct such order to issue as he shall think fit, or refer the application, or any question arising out of it, to the Judge Ordinary for his decision." If you read rules 86 and 91, it is impossible to maintain for a moment the proposition that the wife has a right to have her husband cross-examined. She can apply for an order to that effect, but whether she shall have her application acceded to must depend on the view the court or registrar may take as to the necessity of a further answer, or for the attendance of the husband. It cannot. It cannot be put so high as that she has a right to such an order simply to test the truth of her husband's assertions as to his means. Nor, as I understand him, does Mr. Bargrave Deane put it so high as that, for he told us, and I have no doubt correctly, that according to the usual practice if there is no very great discrepancy between the wife's statements and the husband's statements, it is not the practice to make such an order. That simply means this. The registrar, in deciding whether there ought to be a further and fuller answer, or whether there ought to be an attendance for cross-examination, must make up his own mind whether justice to either of the parties requires it. If he comes to the conclusion that there is reason to suppose the answer does not disclose the whole truth, of course he will make the order. But suppose he comes to the conclusion that nothing will be gained by a further answer, or by cross-examination, is he necessarily to make an order for cross-examination? The two rules I have mentioned, when you look at them with the eyes of a person accustomed to deal with procedure, lead necessarily to the inference that it is a matter of discretion; and the authorities say the same thing. *Tonge v. Tonge* (1892, P. 51) is an important case, because there the President, first of all in chambers, made an order for cross examination of the husband, there being a considerable discrepancy between his statement and that of the wife, and his earnings depending upon the earnings of a partnership of which he was a member. But when that case was tried before the judge in Court, and his attention was more closely directed to the evidence, he came to the conclusion that there was no ground for exposing the husband to cross-examination at the instance of his wife. Here the registrar has seen the petition and the affidavit, and has heard all those minute details about the investments and the balance-sheets made by the manager for three years, and he has come to the conclusion that justice does not require a further answer or a personal cross-examination. Barnes, J., has taken the same view. I can see no grounds why we should differ from the learned judge. If the case had come before me, I am disposed to think I should have done precisely what the registrar has done. I am of opinion that justice does not require us to make the order which Lady Sykes asks for, and that the appeal ought to be dismissed.

Lord LUDLOW and CHITTY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Bargrave Deane*, Q.C., and *Priestley*; *Sir Edward Clarke*, Q.C., and *W. T. Barnard*. SOLICITORS, *Long & Gardiner*, for *Crust, Todd, Mills, & Sons*; *Hastie*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

SOUTH AFRICAN REPUBLIC *v.* LA COMPAGNIE FRANCO-BELGE DU CHEMIN DE FER DU NORD DE LA REPUBLIQUE SUD AFRICANE. No. 2. 4th August.

PRACTICE—ACTION FOR APPOINTMENT OF NEW TRUSTEE—FOREIGN STATE PLAINTIFF—COUNTER-CLAIM FOR DAMAGES FOR LIBEL—EXCLUDING COUNTER-CLAIM—R. S. C., 1883, ORD. XIX., R. 27; ORD. XXI., R. 15.

This was an appeal from a decision of North, J. The plaintiff republic brought an action for the appointment of a new trustee of large sums of money which, in pursuance of an agreement between the republic and the defendant railway company, had been lodged in a bank in the joint names of two trustees, one of whom represented the plaintiffs and the other the defendants. The plaintiffs' trustee had died. By their defence the defendants submitted that it would be inequitable that the funds should

again be placed under the control of the plaintiffs, by being placed in joint names or otherwise, except upon the terms of the plaintiffs agreeing to observe the agreement already mentioned between the plaintiffs and the defendants. By way of counter-claim the defendants claimed (*inter alia*) £100,000 damages for a libel alleged to be contained in a letter dated the 8th of June, 1895, which the Government Commissioner of Railways of the South African Republic had written to the defendant, and sent for publication to the London Stock Exchange, where it was accordingly published. In substance, the alleged libel consisted of statements that the conditions of the concession granted by the Government of the South African Republic had not been duly fulfilled, and that the writer of the letter had advised the Government of the Republic not to pay any interest on the share capital of the defendant company (such interest being guaranteed by the Government) until the matter should have been investigated. In consequence of this letter, the defendants alleged, the committee of the London Stock Exchange refused to grant a quotation of the shares of the defendant company, and the company suffered serious injury. North, J., on the application of the plaintiffs, made an order striking out of the counter-claim the defendant's claim for damages for libel.

THE COURT (LINDLEY, Lord LUDLOW, and CHITTY, L.JJ.) dismissed the appeal, without calling upon counsel for the respondents.

LINDLEY, L.J., said: I have not the slightest doubt North, J., was quite right in making this order. Whether he might have gone further, and struck out more, I do not know, and I do not propose to inquire; but what he has done is merely to strike out from the counterclaim paragraph 47, which is a claim for damages for libel. Now the question is a very curious and interesting one. It is an action by the South African Republic, which I need not say any more about, and the object of the action is apparently to protect a fund in which the plaintiffs claim an interest. That fund was standing in the names of two trustees, one nominated by the plaintiffs, and one by the defendants. The plaintiffs' nominee appears to have died, and the ostensible object, and the real object as far as I know, of the action is to obtain the appointment of another trustee in place of the one who is dead, and to preserve the fund, which was of course standing in the name of the two trustees, and which is now in Court. The defendants have put in a long defence to that, the substance of which is stated quite shortly in paragraph 42, which I will read: "This defendant Company, therefore, submits that it would be inequitable that the said funds should be again placed within the control of the plaintiff Republic either by their being placed in joint names or otherwise except upon the terms of the plaintiff Republic agreeing to observe the arrangement whereby the same was placed in joint names, and to carry out the terms of the said concession, and to do justice to this defendant Company." That is in substance their defence, and in support of that allegation that it would be inequitable that the fund should be again placed under the control of the plaintiff Republic, they set forth certain circumstances which in their view would make it inequitable to place this fund under the control of the plaintiffs. Amongst the things they rely upon, and have put into their defence, is a letter which was written and signed by a Mr. Smit, a Government official of the South African Republic, to the London Stock Exchange, which is said to be a libel, and which I will assume for the present purposes to be a libel, subject to any question of justification or the like. Now the defendants, having put that in as their defence, put in a counter-claim repeating various allegations, and containing this passage, which is the one that North, J., has struck out: "This defendant company has sustained great and grievous damage by reason of the libel on this defendant company and its business, contained in the said letter of the 8th of June, 1895, so addressed by the commissioner of the plaintiff Republic, and published to the London Stock Exchange as aforesaid; the allegations in the said letter as to the administration of this defendant company leaving much to be desired, and as to the conditions of the concession not having been duly fulfilled, being in fact untrue." Then they claim £100,000 damages for that. The learned judge has struck that out, and the appeal is from his decision. Now I say nothing at all about foreign republics suing or being sued here, and the possibility of bringing actions, or actions being brought for libel against or by them. I treat this as an action by a foreign Government who submits to the jurisdiction of the Court as regards all matters which are properly raisable in such an action. Amongst such questions as can be raised are the questions which according to our practice may be raised under a counter-claim, and I suppose that, subject to the rules, the question of libel may be raised. Now supposing this were an ordinary action by an ordinary individual, subject to the jurisdiction of the court. Let us treat it like that. Does anyone suppose for a moment that this cross-action—for that is what it really is, call it what you like—that this cross-action for libel would be allowed to be tacked on to such a claim as I have suggested, and be brought and tried here along with that other claim? The question has only to be asked to answer itself. Of course it would not. What would be done, whether the thing would be struck out, or whether there would be a transfer of part of the action to the Queen's Bench Division, I do not know; but I should think myself that any judge in the Chancery Division would strike it out and leave the defendants to bring a cross-action. That is precisely what North, J., has done. Then it is pointed out, and truly pointed out, that the position of the defendant would be very different if he had an ordinary opponent in the shape of a plaintiff, against whom he could bring a cross-action. It is said, and it is true, that a cross-action will not lie against the present plaintiffs, unless they submit to be sued here, and really we are asked to put them upon the terms of submitting to be sued here in an action for libel. How can we? It seems to me absolutely wrong. Whether it is under Order 21, r. 15, or under Order 19, r. 27, I should myself say it falls under both. I should say a joining of this action for libel with this action for the appointment of new trustees and the protection of funds is very seriously calculated, in the words of Order 19, r. 27, to "prejudice or embarrass the fair trial of the action." I do not know how a judge would do it except piecemeal, and I think he would be perfectly justified in striking it out under that rule. If not, it is quite justifiable to strike it out under the other. The broad question is whether we ought to allow this counter-claim to stand on the ground that, if we do not, the defendants will be in a difficulty about suing the plaintiffs. I do not think that it is a sufficient reason. I think that the order is perfectly right and the appeal must be dismissed, and dismissed with costs.

Lord LUDLOW and CHITTY, L.JJ., gave judgment to the same effect.—COUNSEL, *Cozens-Hardy*, Q.C., *Vernon Smith*, Q.C., and *F. Whinney*; *Swinfen Eady*, Q.C., and *Waggett*. SOLICITORS, *Harwood* and *Stephenson*; *Clark, Rawlins, & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re **STUART, SMITH** *v.* **STUART.** Stirling, J. 6th, 7th, and 8th July.

TRUSTEE—IMPROPER INVESTMENT—LIABILITY OF TRUSTEE—JUDICIAL TRUSTEES ACT, 1896 (59 & 60 VICT. c. 35), s. 3—ORDERS MADE BEFORE PASSING OF ACT—DISCRETION OF COURT.

The facts in this case were as follow: On an originating summons there was directed on the 25th of March, 1893, this special inquiry: "What are the respective values of the mortgage securities forming part of the said trust estate, and whether they are sufficient securities for the moneys advanced, or for any and what part of such moneys respectively, and whether in each case it was desirable to call in and realize or retain such securities, and in case the said securities or any of them appeared to be insufficient, under what circumstances and by whom the moneys owing thereon were advanced and what valuations were taken by the persons advancing such money, and whether such investments were proper." On the 25th of November, 1894, certain further accounts and inquiries were directed, including an account of the personal estate of the testator which had come to the hands of the trustees. By his certificate of the 26th of March, 1896, the chief clerk found that certain mortgages on which part of the personal estate had been invested were improper investments, and that the trustees were liable to make good the loss incurred by reason of such investments. That certificate came before the judge on the 16th May, 1896, on a summons to vary, and this order was made by which (as his lordship observed) he was bound. The account of the personal estate directed in clause 4 of the order of the 4th of November, 1894, was to be proceeded with, leaving the parties to make any further application they might think fit. The further consideration to stand over, all questions of costs to be reserved. On the matter coming on for further consideration it was proposed to insert in the minutes an order that the defendant Box make good the amounts so disallowed, and that he should be deprived of his costs. It was then urged on behalf of the defendant Box that he was entitled to the benefit of the Judicial Trustees Act, 1896, s. 3.

STIRLING, J.—All that I am going to decide now is how the beneficial conditions of section 3 of the Judicial Trustees Act, 1896, are to be applied in the circumstances of the present case. It may be that, having regard to the wide provisions of that section, in future in directing inquiries and accounts in chambers, with a view to avoiding expense it will be necessary to add something not hitherto usual to add to provide for the case that the hearing may possibly result in a finding of a breach of trust. In the present case every order made was made long before the Act was passed, and therefore no inquiry was or could have been directed to the question which the Act directs the court to take into consideration. Now the certificate has established a liability against the defendants to the extent of £1,000. [His lordship then read section 3 of the Act, and continued:] This enactment was passed for the benefit of trustees, and ought to be fairly administered by the court. Having regard to the circumstances under which the order was made, I cannot think it is too late for the trustee to come now and ask the court to relieve him of a portion of the liability to which he is found liable. There is nothing inconsistent with the certificate as it stands. The Act assumes that the liability is either existing or possible, and upon that the court may relieve the trustee wholly or partly from the same. It appears to me that the application is one which I am bound to attend to under the Act. Both sides appear to admit that the evidence filed on the certificate is all that is necessary, but if the parties wish to adduce further evidence they can have a further opportunity of doing so. The Act was not passed at the date of the orders. It would be right for any trustee who thinks that probably he may desire to ask the court to relieve him from the whole or a portion of the liability which may be found against him in a matter pending before the court that when the order is made directing inquiries which may result in that liability, or at all events in some, being established at a later period to apply to the court before the certificate is made in order to ensure the proper evidence being before the court when it comes to be enforced. In the present case the orders were made before the passing of the Act. Of course it is for the trustee to bring himself within the terms of the Act.

The case was then argued on the evidence.

STIRLING, J., after stating the facts, read section 3 of the Act, and continued: The effect of that I take to be this, that the law as it stood before the passing of the Act is not altered, but that jurisdiction is given to the court under special circumstances, and on the court being satisfied of the several matters mentioned in the Act, to relieve the trustee of the consequences of his breach of trust. The court has to be satisfied that the trustee has acted reasonably and honestly. As to the honesty of Mr. Box there is no question, but the question is whether the other conditions are

satisfied. That section applies to the making of investments by a trustee as well as to any other matter. The application of the Act was considered by Byrne, J., in *Barker* v. *Ivimey* (45 W. R. 272; 1897, 1 Ch. 196). That case has been approved by the Court of Appeal, and I adopt what has been laid down by Byrne, J., as a guide to myself. It lies, therefore, on the trustee to shew that he has acted reasonably, and it is certainly fair to consider whether the trustee would have acted as he did if he had been lending money on his own account. [His lordship considered the evidence at some length and came to the conclusion that the investment was not one which the trustee would have made on his own account, and that he was therefore not entitled to any relief under the section]—Counsel, *Graham Hastings*, Q.C., and *C. Macnaghten*, Q.C.; *Buckley*, Q.C., and *E. Ford*; *Willis Bund*; *Fooks*; *Randall*. Solicitors, *Mear & Fowler*; *Withalls & Bolton*; *E. H. Goddard*; *E. T. Randall*; *Ivimey*.

[Reported by J. L. Stirling, Barrister-at-Law.]

BRITISH NATURAL PREMIUM PROVIDENT ASSOCIATION (LIM.) v. BYWATER. Byrne, J. 6th July and 6th August.

Practice—Costs—Interlocutory Application—Costs Reserved—Judgment Silent as to Reserved Costs.

This was an application as to costs in an action by an assurance company to set aside a policy taken out in 1893 by the defendant Bywater and his creditor, the defendant Smallwood, upon the life of Bywater, and which was subsequently deposited by way of equitable security with the defendant Harris. On the 13th of July, 1896, an order was made by Kekewich, J., giving leave to the plaintiff to deliver certain interrogatories to the defendants. Another order was made on the 26th of July, 1896, for leave for a further interrogatory to be added. These having been answered, the plaintiffs obtained an order on the 2nd of November, 1896, for a further and better affidavit as to two of the interrogatories, and the costs were in the case of each of the three orders reserved. The action came on for trial before Byrne, J., who, on the 14th of April, 1897, delivered judgment in favour of the plaintiffs, whose costs were ordered to be taxed, and paid by the defendants. The judgment was passed and entered, no mention being made of the costs which had been reserved. The matter having come before the taxing-master, he refused to allow the plaintiffs the reserved costs without a special order. Thereupon the present application was made by the plaintiffs for a direction that the costs reserved by the three orders should be paid by the defendants.

Byrne, J., having reserved judgment for the purpose of consulting the other judges of the Chancery Division, now (6th August) directed that the costs reserved by the two earlier orders should be paid by the defendants, and those reserved by the order of the 2nd of November should be paid by the defendant Bywater. As regards the costs of the present application, although the practice in the office of the registrars had varied, yet as the plaintiff had neglected to see that the registrar included the costs in the judgment in accordance with the directions given in the case of *Hodges* v. *Hodges* (25 W. R. 162), but had allowed the judgment to be passed and entered without mentioning the costs in question, he, the plaintiff, must pay the costs of the present application. His lordship then stated the directions as to costs of interlocutory applications, mentioned elsewhere, laid down by the judges of the Chancery Division. His lordship added that, speaking for himself, he should watch with jealousy any application as to reserved costs made to him after a judgment was passed and entered.—Counsel, *F. Dodd*; *Disney*; *L. Rylands*; *Disturnal*. Solicitors, *Templer, Down, & Miller*; *A. H. Arnould & Son*, for *Bickley, Lynen, & Bickley*, Birmingham; *Belfrage & Co.*

[Reported by Neville Tebbutt, Barrister-at-Law.]

High Court—Queen's Bench Division.

VAN GRUTTEN v. FOXWELL AND OTHERS. Div. Court. 6th August.

Practice—Defendants' Appeal to House of Lords—New Trial Ordered—Motion that Judgment of House of Lords should be made an Order of the Divisional Court.

In this case counsel moved *ex parte* that a judgment of the House of Lords in this appeal might be made an order of that court. He explained that this was a case the facts of which were extremely complicated. There were original and cross appeals from the decision of the Divisional Court to the House of Lords. The appeal of the plaintiffs was dismissed with costs and that of the defendants, for whom he appeared, ended in a new trial being ordered on terms. He now moved that the judgment of the House of Lords with reference to the defendants' appeal should be recorded as a judgment of the Divisional Court so that the defendants might be at liberty to apply for costs. He referred to R. S. C., ord. 40, r. 1.

The Court (Lawrance and Collins, JJ.) allowed the judgment of the House of Lords on the motion for judgment to be entered on the terms of the application.—Counsel, *J. H. Boome*. Solicitors, *Smith, De Zoete, & Lingard*.

[Reported by Erskine Reid, Barrister-at-Law.]

G. D. WEBSTER & SONS (LIM.) v. VINCENT. Div. Court. 6th August.

Practice—Motion for Judgment on Default of Appearance by Defendant—Evidence—R. S. C., ord. 19, r. 10, and ord. 27, r. 11.

In this case counsel moved that judgment should be entered for the plaintiff firm with costs. He stated that no appearance had been entered by the defendant to the writ, and that the plaintiffs had proceeded to file their statement of claim on the 27th of April, 1897. On the 12th of May, the defendant meanwhile having taken no steps to put in a defence, notice of this application was served upon him personally. Counsel submitted that the plaintiffs having thus complied with ord. 19, r. 10, the provisions of ord. 27, r. 11, became applicable. In the action the plaintiffs claimed a declaration that an allotment of 30 fully paid-up £10 shares in the plaintiff company to the defendant, while he was a director of the company, was invalid and of no effect, and that the plaintiffs should be entitled to cancel the alleged allotment of shares. By the R. S. C. no evidence further than that contained in the notice of motion served on the defendant was needed to be filed by the plaintiffs.

The Court (Lawrance and Collins, JJ.) granted the application, and ordered judgment to be entered for the plaintiffs in the terms of the motion.—Counsel, *Montagu Lush*. Solicitors, *Bell, Brodrick, & Gray*, for *T. H. Woodhouse*, Hull.

[Reported by Erskine Reid, Barrister-at-Law.]

REG. v. BURROWS AND ANOTHER, JUSTICES, *Ex parte* WILSON. Div. Court. 5th August.

Justices—Summary Jurisdiction—Procedure—Complaint—Information—Order to have Child Vaccinated and to Pay Costs—Distress—Imprisonment—"Civil Debt"—Summary Jurisdiction Acts, 1848 (11 & 12 Vict. c. 43), s. 18; 1879 (42 & 43 Vict. c. 49), s. 6.

In this case the question was whether by an order made under section 31 of the Vaccination Act, 1867 (30 & 31 Vict. c. 84), ordering the defendant to have his child vaccinated and to pay the costs of the summons, justices had power to order that the payment of the costs should be enforced by distress and in default of distress by imprisonment. Section 31 of the Vaccination Act, 1867, gives justices power, upon information given to them that the informant has reason to believe that any child has not been successfully vaccinated and that a notice requiring the parent to have the child vaccinated has been disregarded, to summon the parent to appear before them with the child and to make an order directing that such child be vaccinated within a certain time. Wilson was summoned to appear before the justices of Maidenhead, and an order was made ordering him to cause his child to be vaccinated and to pay 8s. 6d. costs to the informant. The order further provided that in the event of default being made in the payment of the costs distress be made on Wilson's goods and that in default of distress he should be imprisoned. A rule *nisi* for a *certiorari* had been granted for the purpose of quashing the order. The Summary Jurisdiction Act, 1848, which is incorporated in the Vaccination Act, 1867, empowers (section 18) the justices to grant costs in all cases of summary convictions or orders, and provides that such costs "shall be recoverable in the same manner and under the same warrants as any penalty or sum of money adjudged to be paid in and by such conviction or order is to be recoverable"; and that "in cases where there is no such penalty or sum to be thereby recovered then such costs shall be recoverable by distress . . . and in default of such distress by imprisonment." The Summary Jurisdiction Act, 1879, s. 6, provides as follows: "Where under any Act, whether past or future, a sum of money claimed to be due is recoverable on complaint to a court of summary jurisdiction, and not on information, such sum shall be deemed to be a civil debt, and if recovered before a court of summary jurisdiction shall be recovered in the manner in which a sum declared by this Act to be a civil debt recoverable summarily is recoverable under this Act, and not otherwise; and the payment of any costs ordered to be paid by the complainant or defendant in the case of any such complaint shall be enforced in like manner as such civil debt, and not otherwise." It was contended on behalf of those shewing cause against the rule that section 18 of the Act of 1848 applied, and that the costs were recoverable in the manner therein provided, unless the costs were a civil debt within the meaning of section 6 of the Act of 1879. It was contended that they were not. *R.* v. *Paget* (3 Q. B. D. 151), *Reg.* v. *Kerswill* (1895, 1 Q. B. 1), *East London Waterworks Co.* v. *Charles* (1894, 2 Q. B. 730), *Kennard* v. *Simmons* (50 L. T. 28), and *Reg.* v. *Whitchurch* (7 Q. B. D. 534) were cited. In support of the rule it was contended that the proceeding was not a criminal one. No offence had been charged. The costs were a civil debt, ascertained to be due when the order was made. *Reg.* v. *Lord Mayor of London, Ex parte Boaler* (1893, 2 Q. B. 146), and *Allen* v. *Worthy* (21 L. T. N. S. 665) were cited.

The Court (Lawrance and Collins, JJ.) discharged the rule.

Collins, J., said that there was clearly power to order costs, and the justices had also power under the Summary Jurisdiction Act, 1848, s. 18, to enforce their payment by distress and imprisonment. Unless, therefore, the Act of 1879 took the case out of the operation of section 18 of the Act of 1848 the justices were right. It was suggested that section 6 of the Act of 1879 made the costs a "civil debt" and recoverable only as therein provided. But the costs were not "a sum of money claimed to be due" and "recoverable on complaint." There was no distinction in principle between a penalty and a sum of money ordered to be paid as costs—neither was a sum antecedently due. Further, the proceeding was not one which could have been entered on by complaint.—Counsel, *Macnaghten*, Q.C., and *McCarthy*; *Schuster Young*. Solicitors, *B. Aisbett Cheverton*; *Ward & Thomas*, Maidenhead.

[Reported by C. G. Wilbraham, Barrister-at-Law.]

Solicitors' Cases.

COURT v. BERLIN AND OTHERS. C.A. No. 1. 4th August.

Partnership—Dissolution—Solicitor Retained by Firm to Bring

ACTION BEFORE DISSOLUTION—COSTS INCURRED SUBSEQUENT TO DISSOLUTION—LIABILITY OF RETIRING PARTNER—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), s. 17 (2); s. 36 (3).

Appeal from the decision of the Divisional Court (Wills and Grantham, JJ.), in an action brought by a solicitor upon his bill of costs against three defendants as partners in a firm of "I. Berlin." Two of the defendants, Brook and Benjamin, were dormant partners, and the other defendant, Idel Berlin, was the managing partner. The plaintiff was retained by Idel Berlin to bring an action to recover a debt due to the firm, and commenced an action accordingly. While the action was proceeding the partnership was dissolved, and Brook and Benjamin retired from the firm. The plaintiff, who did not then know that Brook and Benjamin were members of the firm nor of the dissolution of partnership, continued the action, and judgment was recovered on behalf of the firm. The plaintiff thereupon brought this action, and the defendants Brook and Benjamin contended that they were not liable for any costs incurred after the date of the dissolution of the partnership. Upon an application for judgment under order 14, the master ordered that the bill of costs should be taxed and that the taxing-master should decide all questions under the Partnership Act, 1890. The taxing-master held that Brook and Benjamin were not liable for the costs incurred after the dissolution of partnership, and the Divisional Court, upon motion to vary the taxing-master's certificate, affirmed the decision. The plaintiff appealed.

THE COURT (LORD ESHER, M.R., A. L. SMITH and RIGBY, L.JJ.) allowed the appeal.

LORD ESHER, M.R., said that the plaintiff was retained by Idel Berlin to recover a debt due to the firm. Two of the partners in the firm were dormant partners, and the other partner, Idel Berlin, was the managing partner. The managing partner had authority to enter into contracts for the purpose of carrying on the business of the partnership. The business could not be carried on unless the debts due to the partnership were recovered. Therefore he had authority to recover debts due to the firm, and for that purpose to employ a solicitor upon the usual terms to bring an action to recover those debts. The usual terms in the case of a common law action were that the solicitor should conduct the action to its termination. That was one entire contract to conduct the action to its termination, and the solicitor need not come for fresh instructions at each stage of the action. The defendants therefore, through the managing partner, employed the plaintiff upon those terms. While the action was proceeding the two defendants, the dormant partners, retired from the partnership. Having employed the plaintiff, who was bound to continue the action to its termination unless for some good reason, could the retiring partners escape liability for costs incurred subsequent to their retirement without at any rate giving notice to the plaintiff that he was not to go on with the action at their cost? It was possible that they might have been entitled to give him such notice, but certainly without that notice, inasmuch as the contract was one entire contract, they could not escape liability for the costs incurred after their retirement. The defendants were therefore liable.

A. L. SMITH and RIGBY, L.JJ., concurred.—COUNSEL, *Arthur Powell*; *E. Clayton*. SOLICITORS, *W. H. Court*; *Rising & Ravenscroft*.

[Reported by W. F. BARRY, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

Aug. 5.—WALTER GERARD GEORGE JONES.
" 6.—JOHN ENTWISTLE (formerly of Liverpool).
" 6.—GEORGE HENRY GARRARD (Evesham) and COURTENAY CONNELL PRANCE (Evesham).
" 10.—NAPOLEON ARGLES (85, Gracechurch-street, London).
" 10.—PERCY BONO (18, Queen Victoria-street, London).
" 10.—HENRY LOOKER (Rochdale).
" 10.—ROBERT BAXTER LOWNDES (Cheltenham).
" 10.—JOHN FURNESS.
" 10.—ALFRED W. TYLER.
" 10.—JOSEPH HOLLIS YATES.

*** The case reported at p. 695 as *Reg.* v. *Bishop of Bristol* should be headed *Reg.* v. *Bishop of Durham*, and the name of the solicitor for the respondent should have been given as *J. G. Wilson*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

VICTORIA PENSION FUND.

		£	s.	d.
Amount acknowledged last week		7,755	1	0
Ranger, Burton, & Frost, 17, Fenchurch-street, E.C.		5	5	0
Atkinson & Dresser, 30, Finsbury-circus, E.C.		2	2	0
Per the Liverpool Incorporated Law Society:				
Alsop, Stevens, & Co.	Liverpool	21	0	0
J. F. H. Atkinson	Do.	5	0	0
Wm. Ayrton	Do.	2	2	0
Banks, Kendall, & Taylor	Do.	3	3	0
W. Bartlett	Do.	5	5	0
Batesons & Co.	Do.	52	10	0
G. H. Brabner	Do.	1	1	0
Bremner, Sons, & Corlett	Do.	3	3	0
W. J. Bird	Do.	1	1	0
John Cameron	Do.	2	2	0
Clare & Higgins	Do.	2	2	0
A. J. Cleaver	Do.	2	2	0
Collins, Robinson, & Co.	Do.	5	5	0
Edward Cornish	Do.	1	1	0
Dixon & Syers	Do.	3	3	0
Eskrigge & Roby	Do.	1	1	0
Evans, Lockett, & Co.	Do.	10	10	0
Field, Son, & Bromfield	Do.	5	5	0
Forshaw & Hawkins	Do.	26	5	0
Alfred Forshaw	Do.	1	1	0
Gibbons & Arkle	Do.	10	10	0
W. F. Gorst	Do.	1	1	0
Gradwell & Co.	Do.	2	2	0
Gregory, Hartley, & Clarke	Do.	1	1	0
A. M. Hannay	Do.	1	1	0
Hill, Dickinson, & Co.	Do.	52	10	0
H. J. Holme	Do.	1	1	0
Morris P. Jones	Do.	2	2	0
Oliver Jones & Co.	Do.	10	10	0
E. L. Lewes	Do.	2	2	0
A. J. Mackay	Do.	1	1	0
Mason & Grierson	Do.	2	2	0
Miller, Peel, Hughes, & Co.	Do.	5	5	0
Nicholson & Pemberton	Do.	3	3	0
Norton & Seddon-Smith	Do.	3	3	0
J A. O'Hare	Do.	1	1	0
Peacock, Cooper, Gregory, & Co.	Do.	10	10	0
H. G. Pierce	Do.	1	1	0
J. M. Quiggin & Bros.	Do.	5	5	0
G. Rockliff	Do.	1	1	0
Sampsons & Co.	Do.	2	2	0
F. A. Schierwater	Do.	1	1	0
John Sefton	Do.	1	1	0
Simpson, North, & Co.	Do.	21	0	0
Radcliffe W. Smith	Do.	2	2	0
T. Sproat	Do.	2	2	0
Stone, Fletcher, Hull, & Stone	Do.	15	15	0
Teebay & Lynch	Do.	3	3	0
Toulmin, Lawrence, & Shield	Do.	10	10	0
Tyrer, Kenion, & Co.	Do.	10	10	0
Weightman, Pedder, & Co.	Do.	21	0	0
Weld & Thomson	Do.	10	10	0
Whitley & Co.	Do.	5	5	0
Wright, Beckett, & Co. (second donation),	Do.	5	5	0
Edward Betteley, 14, Finsbury Circus, E.C.		1	1	0
		£8,146	9	0

ANNUAL REPORT.

The following are extracts from the annual report of the Council:

Victoria Pension Fund.—Various suggestions were made to the Council with reference to the mode in which it would be desirable for the profession to take part in celebrating the completion of the sixtieth year of the Queen's reign, and they received careful consideration, the Council being assured that the solicitors of England desired equally with all other subjects of her Majesty to record their deep appreciation of the memorable event and their loyalty and gratitude to her. It having been announced publicly that although her Majesty did not desire to make any suggestions on the subject, it was well known that charitable and benevolent objects would be the most pleasing to her, the Council decided to create a fund to be called the "Victoria Pension Fund," the income of which should be applied in providing pensions for life, or for a less period, for necessitous members of the profession and their families, without any qualification or restriction. They accordingly appointed a committee to collect subscriptions, and the response of the profession has been generous. The fund up to the 15th of June, 1897, amounted to the sum of £7,037 3s., and additions are being made daily. The administration of the fund will be confided to the Solicitors' Benevolent Association on terms to be arranged.

Number of Members.—The Society now consists of 7,679 members, of whom 3,476 practise in town and 4,203 in the country; 432 new members have joined the society during the past year. The number of solicitors who took out certificates for the year 1896 was upwards of 15,300.

Legal Education.—The system of instruction to articled clerks, established in 1892, continues to make progress. The number of students receiving instruction on the 30th of March, 1897, was 236, as compared with 136 on the same date in 1896. Further communications have taken place between the Council of this Society and the Council of Legal Education, and an arrangement has been made whereby articled clerks may attend the lectures and classes given or held in connection with the Inns of Court, under the direction of the Council of Legal Education, upon payment of half the fees payable by persons not being members of an Inn. The Council of this Society has agreed to pay the balance of such fees. Articled clerks will be admitted to the *viva voce* examinations held under the direction of the Council of Legal Education at the end of each term.

Examinations.—The following table shews the result of the last four Preliminary, Intermediate, and Final Examinations, as compared with the four immediately preceding:—

PRELIMINARY EXAMINATION.

Year.	JULY.		OCTOBER.		FEBRUARY.		MAY.	
	Passed	Postponed	Passed	Postponed	Passed	Postponed	Passed	Postponed
1895-96	95	37	89	39	94	39	75	34
1896-97	82	40	96	39	77	51	117	38

INTERMEDIATE EXAMINATION.

Year.	JUNE.		NOVEMBER.		JANUARY.		APRIL.	
	Passed	Postponed	Passed	Postponed	Passed	Postponed	Passed	Postponed
1895-96	116	77	178	96	137	47	156	36
1896-97	161	60	180	75	169	25	174	40

FINAL EXAMINATION.

Year.	JUNE.		NOVEMBER.		JANUARY.		APRIL.	
	Passed	Postponed	Passed	Postponed	Passed	Postponed	Passed	Postponed
1895-96	193	36	127	35	135	40	83	31
1896-97	189	54	160	36	135	54	77	37

It will be noticed that 561 candidates passed the Final Examination this year, and so became qualified for admission as solicitors, as against 538 in the previous year. The number of candidates who passed the Preliminary Examination this year is 372, against 353 last year. The number of candidates who passed the Intermediate Examination this year is 684, as against 587 last year.

Registry of Properties.—Attention is again called to the Society's Registry Department, where registers are kept of properties offered for sale and mortgage, and of trust and other funds for investment. Particulars of these are inserted in printed lists issued every month at a small charge. Facilities are thus afforded which have been extensively used, and it is hoped that the profession will, as time goes on, make still greater use of the registers, as by doing so solicitors, both in town and country, will be brought into communication with each other, and be better able to negotiate sales, mortgages, and other investments without the intervention of agents. A Register of Clerkships, vacant and wanted, is also kept, and is in daily use.

Calendar.—A new edition of the work hitherto known as the "Supplement to the Calendar," containing a short history of the society, its charters, bye-laws, and regulations, the Acts relating to solicitors, and other matters of interest to the profession, is now in the press, and will shortly be published.

Records of the Society of Gentlemen Practisers in the Courts of Law and Equity.—Some years ago the secretary found in the basement of the Incorporated Law Society's Hall a box containing the minute-book and other documents relating to the proceedings of the above society. The society was established in the year 1739, and the minutes continue until the year 1810, when they break off abruptly. No further minutes have been found; but Dr. Freshfield, to whom the Council are greatly indebted for writing an introduction to the Records, obtained evidence that the society was still in existence in the year 1822. The records are of considerable interest, especially that portion dealing with the society's litigation with the Scriveners' Company, an admirable summary of which is contained in Dr. Freshfield's introduction. The records, together with the introduction, have been published at the instance of the Council.

Annual provincial meetings.—The Council have had under consideration the question of making the provincial meetings more useful, and of securing the holding of meetings in a greater number of provincial centres, and they have recommended that, as a rule, not more than six or eight papers shall be read at a meeting, and that dinner and luncheon tickets shall be paid for by members attending the meeting; also that the expense of excursions and entertainments shall be borne substantially by members taking part in them. The Council have further suggested that entertainments and inspections of places of interest shall, so far as possible, take place after the hours appointed for holding the meeting on each of the first two days. Copies of the report embodying the above recommendations were sent to the Provincial Law Societies, and such of the societies as have commented thereon received it favourably.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. Sidney Smith in the chair. The other directors present being Messrs. William Geare, Samuel Harris (Leicester), J. C. Gray Hill (Liverpool), John Hunter, F. Rowley Parker, Richard Pennington, J.P., F. T. Woolbert, and J. T. Scott (secretary). A sum of £816 was distributed in grants of relief, ten new members were admitted to the association, and other general business transacted.

LEGAL NEWS.

APPOINTMENT.

Mr. THORNTON TOOGOOD, solicitor, of 3, New-inn, London, W.C., and Wimbledon, has been appointed a Commissioner to Administer Oaths.

GENERAL.

It is stated that Mr. Justice Cave has sent in his resignation, in pursuance of the intention announced some time ago.

The chambers of the registrar (Companies Winding Up), will be open for vacation business only on Mondays, Tuesdays, Wednesdays, and Thursdays, in each week, from 11 to 2 o'clock.

Mr. Austen Leigh, the principal clerk of the Committee office of the House of Commons, is, says the *Times*, retiring at the end of the year after forty-five years' service. He will be much missed by chairmen of committees, who frequently have had occasion to seek his advice and have always been able to rely not only on his intimate knowledge of procedure and precedent but also on his tact and discretion. It is believed that he will be succeeded by Mr. Dickinson.

The American *Case and Comment* says that the conclusiveness of an entry of the death of a woman on the record of court, recently led to her discharge when she subsequently appeared in court in Chattanooga. The Attorney-General took her by the arm, and walking up to the judge's stand, said: "Here is our dead defendant. I think we had better try her." To which the court replied, "I think not. We have her on the record as dead. Rose, you will have to go home and die. Let the former order stand."

The Attorney-General, says the *St. James's Gazette*, has abandoned his briefs for the cricket-bat, and has during the past few days been taking part in matches at his Surrey residence, Winterfold, Cranleigh. Prior to leaving for the Orkney Islands, where he will spend the major portion of the Long Vacation, he was engaged on Saturday in captaining a team in a match with the Charterhouse eleven, and the display made by him was a very creditable one, his side winning by the handsome margin of an innings and two runs. The Charterhouse eleven was a strong one; Mr. C. F. Ryder, the captain, who made 74, being out to a good catch in the long field by Sir Richard. The total runs made was 198. Sir Richard Webster's team consisted of a large number of old Charterhouse boys, and they made 326. Sir Richard Webster's contribution was 11 not out.

The following are the arrangements made for transacting business in the Probate and Divorce Registries during the ensuing Long Vacation:—The Registrars of the Probate and Divorce Registries of Her Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony after to-morrow until Monday, October 25th, except under special circumstances to be stated in a written application addressed to them. On Wednesday, August 18th, and on every succeeding Wednesday until October 20th inclusive one of the Registrars will sit at the Principal Probate Registry, Somerset House, at 11.30 to hear summonses; and on Wednesday, August 18th, September, 1st, 15th, and 29th, and October 13th, one of the Registrars will sit at 12.30 to hear motions. Decrees will be made absolute on Wednesdays, August 25th, September 15th, and October 6th. All papers for motions and for making decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Saturday. The offices will be opened at 11 and closed at 3, except on Saturdays, when the hours will be from 10 to 2. The department for literary inquiry is now closed, and will not be re-opened until September 13th.

At the close of the evidence in an action to recover damages for personal injuries, brought before Mr. Justice Vaughan Williams, on Saturday, at the Birmingham Assizes, his Lordship, in his address to the jury, stated that it always pained him that a trial of that nature was so expensive. A gentleman got injured, and on both sides medical examinations were made, not for the purpose of improving his condition, but to ascertain what his condition was for the purpose of litigation. He was afraid to think what the action would cost before it was finished. He wanted people to try their actions in that court because he thought it was the fairest and best way of disposing of them, but the expense was perfectly frightful. He therefore could not help thinking that they might some day adopt a plan such as was adopted in Austria, when if parties wished for the opinion of an expert on any matter concerning which scientific evidence was important, there was a roll of experts from which one might be appointed to make an examination, and then he was the one expert who gave evidence to the jury. There might be practical difficulties in the way of doing that, but he never tried an action in which scientific evidence was given without feeling that the consequent expense made it very difficult indeed to deal with the case, because really the amount of damages became quite an insignificant item in the case, as the unfortunate man who had to pay the costs had such a frightful amount to pay.

Mr. Justice Kennedy, says the *Times*, on taking his seat in the Nisi Prius Court, Liverpool, on Thursday week said:—"We have been officially informed this morning that her Majesty has been pleased to approve of the Order in Council altering certain dates for the holding of assizes in this county, which I hope and believe will be an immense boon to this country in regard to legal work. The result will be approximately to give equal periods between assize and assize. That, however, must be said subject to

this reservation that it would be impossible, on account of the Long Vacation, to make the summer and autumn assizes equally approximate, but, subject to that, there will be, roughly speaking, about eighty days, both as regards Manchester and Liverpool, between assize and assize during the year. The next assize will commence at Manchester under the new order on the 8th of November, and at Liverpool on the 27th. Then, when we come to the winter, the assize will be brought forward, and, in point of time, Manchester will begin on the 22nd of January, and Liverpool on the 7th of February, practically a month earlier than at present. Then, what is called Easter assize, which has hitherto, I think, begun, as a rule, on the 11th of April, will commence at Manchester on the 17th April, and Liverpool on the 2nd of May. The summer assize will at present remain as it is. This will not only give an equal period between each assize, with the one exception I have mentioned, but also will give lengthened dates to Manchester. In each case it will remove the system which has been found by all parties to be a very inconvenient system, that of resumed assizes. I may also say contemporaneously with that there will come into force, as I understand, the new rules which will allow pleadings to be delivered without leave in the Long Vacation after the 1st of October, for those towns where any civil work is taken before the 1st of December, so that parties will be able at Manchester and Liverpool, as I understand it, to begin the action and have it tried at either Manchester or Liverpool in the autumn, even though not started before the Long Vacation." A similar statement was made by Mr. Justice Bruce in the Criminal Court.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

C. F. MABEY & Co, LIMITED—Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to Lionel H. Lemon, 4, King st, Cheapside. J. & M. Solomon, Finsbury pavement, solors to liquidator

CROYDON AMERICAN STEAM LAUNDRY CO, LIMITED—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Jesup Candler and Edward Frederick Hunt, 16, Goldsmith gardens, Acton

BRITISH ELECTRIC ACCUMULATOR CO, LIMITED—Petn for winding up, presented Aug 2, directed to be heard before the Vacation Judge on Wednesday, Aug 18. Davidson & Morriss, 40, Queen Victoria st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 17

GENERAL CREDIT CO, LIMITED—Creditors are required, on or before Saturday, Aug 21, to send their names and addresses, and the particulars of their debts or claims, to James Brasse and William Johnston, 49, Myddelton st, Clerkenwell, Monday, Sept 13, at 12, at the offices of the Registrar (Companies Winding-up), is appointed for hearing and adjudicating upon the debts and claims

MINES AND LANDS SEARCH CO, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Henry & John Hodges, Finsbury House, Blomfield st

OLDHAM ENGINEERING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, John Thomas Yardley, Lower Moor Ironworks, Oldham. Fripp, Oldham, solor

OXTON AND CLAUGHTON LIBERAL CLUB BUILDINGS CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 28, to send their names and addresses, and the particulars of their debts or claims, to John Gordon Byron Mawson, 44, Hamilton sq, Birkenhead

WOODHAMS LORNE LAUNDRY CO, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to J. J. Chapman, 13, Clifford's inn, solor and liquidator

FRIENDLY SOCIETY DISSOLVED.

FRIENDLY BENEFIT SOCIETY OF MEN, National School, Kingsteignton, Newton Abbot, Devon. July 21

London Gazette.—TUESDAY, Aug. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMALGAMATED SYNDICATES, LIMITED—Petn for winding up, presented Aug 4, directed to be heard on Oct 27. Blachford & Co, 15, Walbrook, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 26

ASHBOURNE GOLD MINE, LIMITED—Creditors are required, on or before Nov 23, to send their names and addresses, with full particulars of their debts or claims, to Paul Bevan, Leadenhall bldgs, Leadenhall st

BRITISH WHITE LEAD CO, LIMITED—Creditors are required, on or before Sept 21, to send their names and addresses, and the particulars of their debts or claims, to Alfred Stevens, Worcester House, Walbrook. Hays & Co, 31, Abchurch lane, solors to liquidator

DAWSON DEVELOPMENT SYNDICATE OF BRITISH COLUMBIA, LIMITED—Creditors are required, on or before Sept 29, to send their names and addresses, and particulars of their debts or claims, to Flux & Co, 3, East India avenue

EAGLE HOTEL, BUXTON, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Thomas Hampson

RAWSTRON & Co, LIMITED (Whitworth)—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to J. H. Lord, Bank bldgs, Bacup

SOUTH AFRICAN ESTATES AND MINING CO (LIMITED)—Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to Ralph Nairn Cochrane, 21 Gt St Helen's. Snell & Co, 2, George st, Mansion House, solors for liquidator

WIGAN AND WHISTON COAL CO (LIMITED)—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to David Lockhart Chalmers, 5, Fenwick st, Liverpool

FRIENDLY SOCIETIES DISSOLVED.

RUTHIN CASTLE SICK AND BURIAL SOCIETY, 52, Wood st, Liverpool. July 28

VICTORIA CLUB, Plough Inn, Berkhampstead Common, Berkhampstead, Hertford. July 28

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 27.

ARCHER-BURTON, BURTON, Conservative Club, St James's st, Esq Sept 30 Babington v Archer-Burton, Romer, J Pearce & Keele, Southampton

London Gazette.—FRIDAY, July 30.

GRIFFITHS, JAMES PROBERT, Llong, nr Mold, Flint, Farmer Sept 15 Rees v Griffiths, Stirling, J Simon, Mold

PERCEVAL, ALEXANDER GLENTWORTH PAUL CLIFTON, La Reunion, Cannes, France, Capt in 2nd Life Guards Oct 1 Rt Hon Lord Muncaster v Perceval, Stirling, J Thatcher, Essex st, Strand

SUDDABY, THOMAS, jun, Kingston upon Hull, Seed Crusher Sept 18 Fox v Suddaby, Stirling, J Pearce, Kingston upon Hull

WILSON, HUBERT KETTLEWELL, Stockport, Chester Aug 30 Bentley v Wilson, Registrar, Manchester Lake, Stockport

London Gazette.—TUESDAY, Aug. 3.

BRAMISH, FRANCIS JOHN, Hoddesdon, Herts, Esq Sept 30 Woodhead & Co v Gray, Romer, J Whately, Lincoln's inn fields

SOWTON, EMILY, Fareham, Southampton Sept 10 Sowton v Sowton, Romer, J Sowton, John st, Bedford row

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 7.

RECEIVING ORDERS.

ADAMS, WILLIAM HENRY, Birmingham, Tailor Birmingham Pet July 29 Ord July 29

ALCOCK, JOSEPH WRIGHT, Wisbech St Peter, Cambridge, Bookseller King's Lynn Pet July 30 Ord July 30

ASHTON, JOHN, Leeds, Commercial Traveller Leeds Pet July 29 Ord July 29

ATKINSON, WILLIAM, Kirkgate, Tadcaster, Hairdresser York Pet Aug 3 Ord Aug 3

AUSTEN, WALTER JOHN, Hove, Sussex, Draper Brighton Pet July 29 Ord Aug 4

BLACKBAWE, ARTHUR, Upper Thames st, Engineer High Court Pet Aug 3 Ord Aug 3

BANISTER, EDWARD, and RICHARD ALEXANDER RILEY, Halifax, Woollen Merchants Halifax Pet July 29 Ord July 30

BALDWIN, ALBERT, Hereford, Insurance Agent Hereford Pet July 31 Ord July 31

BARNELL, J, Hanley, Paperhanger Hanley Pet July 8 Ord July 31

BENNETT, GEORGE, Bristol, General Draper Bristol Pet Aug 2 Ord Aug 3

BIRD, ALBERT, Kingston upon Hull Kingston upon Hull Pet Aug 3 Ord Aug 3

BOTT, JOHN TOM DRINKWATER, Carlisle, Photographer Carlisle Pet Aug 3 Ord Aug 3

CHAPPEL, HENRY MEIGGS, Southampton st, Bloomsbury sq, High Court Pet Aug 3 Ord Aug 3

CHESELEY, MARGARET JANE, Abergavenny, Fishmonger Tredegar Pet Aug 4 Ord Aug 4

DENNEY, JOHN, Bournemouth, Poole Pet July 30 Ord July 30

EDYVEAN, JOSEPH RICHARD, St Blazey, Cornwall, Boot Maker Truro Pet Aug 3 Ord Aug 3

ELVY, CHARLES, Canterbury, Tobacconist Canterbury Pet July 30 Ord July 30

FOLKE, WILLIAM, Bermondsey, Licensed Victualler High Court Pet May 27 Ord July 30

FOWLER, WADDINGTON, Plymouth, Gentleman Plymouth Pet Aug 4 Ord Aug 4

GLEDHILL, ALFRED, Bradford, Commission Agent Bradford Pet July 29 Ord July 29

GOODWIN, WILLIAM TRESTOHLEY, Derby, Bookkeeper Derby Pet Aug 3 Ord Aug 3

HANSON, GEORGE VINCENT, Leeds, Accountant Leeds Pet July 29 Ord July 29

HAWORTH, FRANK, Ramsbottom, Lancs, Butcher Bolton Pet Aug 4 Ord Aug 4

HODGSON, JOHN JAMES, Bradford, Cabinet Maker Bradford Pet July 29 Ord July 29

HOLGATE, WALTER, Halifax, Engine Tenter Halifax Pet July 31 Ord July 31

HOWELL, JOSEPH, Hurst Hill, nr Bilston, Ironworker Dudley Pet July 30 Ord July 30

JONES, JOHN, Llandilofawr, Farmer Carmarthen Pet July 31 Ord July 31

LEONARD, HENRY THOMAS, Brockley, Kent High Court Pet July 30 Ord July 31

MCDONALD, GEORGE, Nottingham, Licensed Hawker Nottingham Pet Aug 4 Ord Aug 4

MALONEY, MICHAEL PATRICK, Truro, Draper Truro Pet July 28 Ord Aug 4

MARTIN, JOHN WILLIAM, Wolverhampton, Draper Wolverhampton Pet July 13 Ord Aug 3

MAYO, RICHARD, Brixton, Contractor High Court Pet June 12 Ord Aug 4

MICHAEL, WILLIAM, Llanelly, Saddler Carmarthen Pet July 30 Ord July 30

MORTON, THOMAS, Philadelphia, Durham, Surgeon Durham Pet Aug 3 Ord Aug 3

PARKER, GEORGE, Woodville, Leicester, Furniture Dealer Leicester Pet Aug 4 Ord Aug 4

PESTRIDGE, WALTER, Bolton, Plumber Bolton Pet July 16 Ord Aug 4

PINKNEY, WILLIAM BACH, Durham, Plumber Durham Pet Aug 3 Ord Aug 3

PLATT, ROBERT EDWARD, Rudge, nr Wolverhampton, Farmer Madeley Pet July 21 Ord July 31

RAYSON, CHARLES RICHARD CARTER, Wimbledon, Law Clerk Kingston, Surrey Pet Aug 4 Ord Aug 4

SEABOURNE, JAMES JOHN, Middlesborough, Contractor Stockton on Tees Pet July 30 Ord July 30

SMITH, JOHN THOMAS, Burnley, Draper Burnley Pet Aug 4 Ord Aug 4

SOMERS, EMMA, Rhyl Bangor Pet July 17 Ord Aug 4

STACEY, ALFRED VICKERS, Sheffield, Cutlery Manufacturer Sheffield Pet Aug 4 Ord Aug 4

STOFFELL, WILLIAM GORAM, Wimbledon High Court Pet July 30 Ord July 30

SUTTON, GEORGE SEWELL, Gosport, Chemist Portsmouth Pet Aug 3 Ord Aug 3

TURNER, JAMES, Staxton Willerby, Yorks, Innkeeper Scarborough Pet Aug 3 Ord Aug 3

Amended Notice substituted for that published in the London Gazette of July 30th.

ASHWORTH, JOHN, Davyhulme, Lancs, Land Agent Manchester Pet July 15 Ord July 28

ORDER RESCINDING RECEIVING ORDER.

BUCHHOLTZ, PETER WILLIAM, St Paul's churchyard, Lace Manufacturer High Court Rec Ord June 8 Rec Aug 3

FIRST MEETINGS.

ASHBY, HENRY, Canning rd, Builder Aug 16 at 2.30 Bankruptcy bldgs, Carey st

ATKINSON, WILLIAM, Tadcaster, York, Hairdresser Aug 17 at 12.15 Off Rec, 28, Stonegate, York
AYLWARD, WILLIAM THOMAS PETER, Frindsbury, Kent, Beerhouse keeper Aug 23 at 11 115, High st, Rochester
BAGSHAWE, ARTHUR, Upper Thames st, Engineer Aug 13 at 2.30 Bankruptcy bldgs, Carey st
BAIRSTOW, EDWARD, and RICHARD ALEXANDER BILEY, Halifax, Woollen Merchants Aug 16 at 11.30 Off Rec, Townhall chmbrs, Halifax
BATTEN, SUSAN JANE, Perranzabuloe, Cornwall Aug 17 at 12.30 Off Rec, Boscawen st, Truro
BROWN, JAMES, Bradford, Music Publisher Aug 16 at 11 Off Rec, 31, Manor row, Bradford
BUTT, JOHN TOM DRINKWATER, Carlisle, Photographer Aug 17 at 3.30 Off Rec, 34, Fisher st, Carlisle
CULLEN, C R, East Ham, Essex, Builder Aug 13 at 12 Bankruptcy bldgs, Carey st
DUGGAN, DANIEL, Jarrow, Durham, Baker Aug 16 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
EDYVEAN, JOSEPH RICHARD, St Blazey, Cornwall, Boot Maker Aug 17 at 12 Off Rec, Boscawen st, Truro
EGGBORO, HARRY, Peterborough, Fishmonger Sept 10 at 11.45 Law Courts, New rd, Peterborough
ELMER, FREDERICK CHARLES, Nordelph, Norfolk, Grocer Aug 14 at 2 Off Rec, 8, King st, Norwich
EVERALL, WILLIAM RICHARD, and ROBERT EDWARD EVERALL, Shrewsbury, Builders Aug 19 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
FARREN, HENRY, Stoke Newington Aug 16 at 11 Bankruptcy bldgs, Carey st
GLEDHILL, ALFRED, Bradford, Commission Agent Aug 16 at 12 Off Rec, 31, Manor row, Bradford
GRIFFIN, FREDERICK, Leytonstone, Printer Aug 13 at 11 Bankruptcy bldgs, Carey st
GRISSELL, GEORGE HENRY, Northampton, Grocer Aug 14 at 12.30 County Court bldgs, Northampton
HACKING, JOHN, Darwen, Lancs, Plumber Aug 18 at 1.30 County Court house, Blackburn
HODGSON, JOHN, Kingston upon Hull, Labourer Aug 13 at 11 Off Rec, Trinity House lane, Hull
HOLGATE, WALTER, Halifax, Engine Tenter Aug 16 at 10.30 Off Rec, Townhall chmbrs, Halifax
HUGHES, THOMAS, Ynysybwl, Glam, Carpenter Aug 17 at 12 65, High st, Merthyr Tydfil
IRWOOD, JOSEPH, Godalming, Coal Merchant Aug 13 at 12 24, Railway app, London Bridge
KASTENBERG, JACOB, Cardiff, Outfitter Aug 17 at 11.30 Off Rec, 29, Queen st, Cardiff
LADBURY, HARRY, Walsall, Carpenter Aug 13 at 3 Off Rec, Walsall
LARPENT, JOHN MELVILL DE HOCHEPIED, Widdecombe in the Moor, Devon Aug 13 at 12 Off Rec, 13, Bedford circus, Exeter
LATIMER, ALEXANDER, Birmingham, Tyre Manufacturer Aug 13 at 11 23, Colmore row, Birmingham
LEAVESLEY, ALFRED, Leicester, Boot Manufacturer Aug 16 at 12.30 Off Rec, 1, Berridge st, Leicester
LEONARD, HENRY THOMAS, Brockley, Kent Aug 13 at 2.30 Bankruptcy bldgs, Carey st
LIPMAN, JOHN, Groverd, Victoria Park, Boot Manufacturer Aug 13 at 12 Bankruptcy bldgs, Carey st
MERCER, HENRY, Sheffield, Commission Agent Aug 13 at 2.30 Off Rec, Figtree lane, Sheffield
NEWBOULD, WILLIAM HENRY, Luton, Straw Hat Manufacturer Aug 13 at 11 Off Rec, St Paul's sq, Bedford
PLATT, ROBERT EDWARD, Rudge, Wolverhampton, Farmer Aug 18 at 2.30 County Court office, Madeley
POTTER, HENRY, Leicester, Boot Manufacturer Aug 13 at 3 Off Rec, 1, Berridge st, Leicester
PRICE, JOHN, Merthyr Tydfil Aug 16 at 12 65, High st, Merthyr Tydfil
RAWLINGS, THOMAS HENRY, Bermondsey Aug 16 at 12 Bankruptcy bldgs, Carey st
RAYSON, JOHN, Leicester Aug 13 at 12.30 Off Rec, 1, Berridge st, Leicester
ROBERTS, THOMAS, Brynsgwran, Anglesey, Grocer Aug 13 at 12 Ship Hotel, Bangor
SEDGWICK & Co, Minories Aug 13 at 11 Bankruptcy bldgs, Carey st
SHORTING, EMMERSON, Blakeney, Norfolk, Builder Aug 14 at 1.30 Off Rec, 8, King st, Norwich
SMITH, JAMES ROWLEY, Walthamstow, Builder Aug 13 at 2.30 Bankruptcy bldgs, Carey st
WATKINS, WILLIAM A, Roath, Cardiff, Boot Dealer Aug 17 at 11 Off Rec, 29, Queen st, Cardiff
WILLIAMS, ELLEN BARBARA, Gt Yarmouth Aug 14 at 12.30 Off Rec, 8, King st, Norwich
WRIGHT, LOUIS B, Hounslow Aug 13 at 3 Off Rec, 95, Temple chmbrs, Temple avnue

ADJUDICATIONS.

ADAMS, WILLIAM HENRY, Birmingham, Tailor Birmingham Pet July 29 Ord July 30
ALCOCK, JOSEPH WRIGHT, Wisbech St Peter, Cambs, Bookseller King's Lynn Pet July 30 Ord July 30
ANNING, JOHN, Leeds, Commercial Traveller Leeds Pet July 30 Ord July 30
ASHWORTH, JOHN, Davyhulme, Lancs, Land Agent Manchester Pet July 15 Ord Aug 4
ATKINSON, WILLIAM, Kirkgate, Tadcaster, Hairdresser York Pet Aug 3 Ord Aug 3
AYLWARD, WILLIAM THOMAS PETER, Frindsbury, Kent, Beerhouse Keeper Rochester Pet July 17 Ord July 31
BALDWIN, ALBERT, Brecon, Insurance Agent Hereford Pet July 31 Ord July 31
BILBE, ALBERT, Kingston upon Hull Kingston upon Hull Pet Aug 3 Ord Aug 3
BROWN, WILLIAM HENRY, Bristol, School Furnisher Bristol Pet July 5 Ord July 31
BUTT, JOHN TOM DRINKWATER, Carlisle, Photographer Carlisle Pet Aug 3 Ord Aug 3
CORNELL, HENRY MEIGGS, Southampton st, Bloomsbury sq High Court Pet Aug 3 Ord Aug 3
DENNEY, JOHN, Bournemouth, Grocer's Assistant Poole Pet July 30 Ord July 30
EDYVEAN, JOSEPH RICHARD, St Blazey, Cornwall, Bootmaker Truro Pet Aug 3 Ord Aug 3
ELMER, FREDERICK CHARLES, Nordelph, Norfolk, Grocer King's Lynn Pet July 16 Ord July 31
ELVY, CHARLES, Canterbury, Tobacconist Canterbury Pet July 30 Ord July 30
EVERALL, WILLIAM RICHARD, and ROBERT EDWARD EVERALL, Shrewsbury, Builders Shrewsbury Pet July 28 Ord July 31
FEAR, EDWIN, Oldham, Fish Dealer Oldham Pet July 27 Ord Aug 4
FOWLER, WANDESFORD, Plymouth Plymouth Pet Aug 4 Ord Aug 4
FOX, ROBERT, Stanton, Glos Cheltenham Pet April 26 Ord Aug 4
GLEDHILL, ALFRED, Bradford, Commission Agent Bradford Pet July 29 Ord July 29
GOODWIN, WILLIAM THRUTCHLEY, Derby, Bookkeeper Derby Pet Aug 3 Ord Aug 3
GRANT, ALBERT, Tokenhouse bldgs, Lothbury, Banker High Court Pet June 11 Ord July 30
GRIFFIN, FREDERICK, Leytonstone, Printer High Court Pet July 29 Ord July 31
HANSON, GEORGE VINCENT, Leeds Leeds Pet July 29 Ord July 29
HARRIS, VINCENT, Gatacre, Salop, Farmer Madeley Pet June 28 Ord July 31
HODGSON, JOHN JAMES, Bradford, Cabinet Maker Bradford Pet July 29 Ord July 29
HOLGATE, WALTER, Halifax, Engine Tenter Halifax Pet July 31 Ord July 31
HORSFIELD, THOMAS HENRY, Salford, Lancs, Stockbroker Manchester Pet June 4 Ord July 30
HOWELL, JOSEPH, Hurst Hill, nr Bilston, Staffs, Ironworker Dudley Pet July 26 Ord July 30
HOWELL, JOHN THOMAS, Cardiff, Draper Cardiff Pet July 6 Ord July 30
JONES, JOHN, Llandilofawr, Farmer Carmarthen Pet July 31 Ord July 31
KEMP, WILLIAM, Mortimer st, Cavendish sq, Market Gardener High Court Pet May 25 Ord Aug 4
LATIMER, ALEXANDER, Birmingham, Tyre Manufacturer Birmingham Ord July 30
LEONARD, HENRY THOMAS, Brockley, Kent High Court Pet July 30 Ord Aug 3
LIPMAN, JOHN, Grove rd, Victoria Park, Boot Manufacturer High Court Pet May 17 Ord Aug 4
MCDONALD, GEORGE, Nottingham, Licensed Hawker Nottingham Pet Aug 4 Ord Aug 4
MICHAEL, WILLIAM, Llandilo, Saddler Carmarthen Pet July 30 Ord July 30
MORTON, THOMAS, Durham, Surgeon Durham Pet Aug 3 Ord Aug 3
NEWBOULD, WILLIAM HENRY, Luton, Bedford, Straw Hat Manufacturer Luton Pet July 26 Ord July 31
NOBLE, CHARLES WILLIAM SIMS, Piccadilly, Wine Merchant High Court Pet July 13 Ord July 31
PICKERS, WILLIAM BAGE, Houghton le Spring, Durham Plumber Durham Pet Aug 3 Ord Aug 3
PULHAM, HORACE WELBURY, Redcar, Yorks, Outfitter Stockton on Tees Pet July 16 Ord July 30
ROSENTHAL, DANIEL, and GEORGE WILLIAM BUTTS, Aldgate, Wholesale Grocers High Court Pet July 15 Ord Aug 4
RUTTY, ARTHUR VICTOR, and HAROLD FREDERICK RUTTY, Bromley by Bow High Court Pet June 17 Ord Aug 2
SHABOURNE, JAMES JOHN, Middlesborough, Contractor Stockton on Tees Pet July 30 Ord July 30
SMITH, DAVID LEWIS, Cardiff, Furniture Dealer Cardiff Pet May 26 Ord July 30
SMITH, JOHN THOMAS, Burnley, Draper Burnley Pet Aug 4 Ord Aug 4
STACEY, ALFRED VICKERS, Sheffield, Cutlery Manufacturer Sheffield Pet Aug 4 Ord Aug 4
SUTTON, GEORGE SEWELL, Gosport, Hants, Chemist Portsmouth Pet July 31 Ord Aug 3
TURNER, JAMES, Willerby, Yorks, Innkeeper Scarborough Pet Aug 3 Ord Aug 3

London Gazette.—TUESDAY, Aug. 10.

RECEIVING ORDERS.

APTED, FREDERICK, Bradford, Furniture Dealer Bradford Pet Aug 3 Ord Aug 3
CRAWLEY, CORNELIUS HENRY, Beeston, Notts, Cycle Maker Nottingham Pet July 24 Ord Aug 4
DRAKE, JOHN HENRY, Bradford, Jeweller Bradford Pet Aug 4 Ord Aug 4
DUGDALE, RICHARD SWARBRICK, Huddersfield, Civil Engineer Huddersfield Pet Aug 4 Ord Aug 4
DYER, WILLIAM HENRY, Hampreston, Dorset, Baker Poole Pet Aug 6 Ord Aug 6
EVANS, THOMAS WILLIAM, Birmingham, Draper's Assistant Birmingham Ord Aug 3
GLEDHILL, RAMSDEN, Huddersfield, Caretaker Huddersfield Pet Aug 5 Ord Aug 5
GRAY, GOULDER, Wisbech King's Lynn Pet July 27 Ord Aug 5
HAYCOX, JOHN, Sutton Maddock, Salop, Wheelwright Madeley Pet Aug 6 Ord Aug 6
HICKEN, CHARLES, Aston juxta Birmingham, Baker Birmingham Pet Aug 6 Ord Aug 6
HIRD, LETTICE, Pembroke, Postmistress Pembroke Dock Pet Aug 7 Ord Aug 7
HOMER, HENRY BLAND, Aston, Birmingham, Gunworker Birmingham Pet July 23 Ord Aug 7
HUTCHINSON, F W HELY, Bedfont Kingston, Surrey Pet June 9 Ord Aug 5
HUTTON, FRED, Heckmondwike, Lithographer Dewsbury Pet Aug 5 Ord Aug 5
ISSING, MAX, Gt Marlborough st, Music Seller High Court Pet July 29 Ord Aug 6
IRISH, WALTER, Chichester, Dealer Brighton Pet Aug 5 Ord Aug 5
LUNT, GEORGE, Hope Owen, nr Mold, Flint, Farmer Wrexham Pet Aug 5 Ord Aug 5
MARSH, EDWARD GEORGE, Greyfly Hill, Warwick, Chemist Birmingham Pet Aug 7 Ord Aug 7
MARSH, JOHN WARREN, St Stanmore, House Dealer St Albans Pet July 9 Ord Aug 6
MARTIN, WILLIAM JAMES, Falmouth, Baker Truro Pet Aug 7 Ord Aug 7
MAUD, ISABELLA, West Bowling, Bradford Bradford Pet Aug 7 Ord Aug 7
MUNSLEY, WILLIAM FARR, Cardiff, Dairyman Cardiff Pet Aug 6 Ord Aug 6
NEWTON, EDWARD, Manchester, Rope Manufacturer Manchester Pet July 26 Ord Aug 4
PEARSON, GEORGE, Church, Lancs Blackburn Pet July 27 Ord Aug 6
PYE, JOHN ELIJAH, Walsall, Paint Brush Maker Walsall Pet Aug 5 Ord Aug 5
QUICKFALL, JOHN, Leeds, Tailor Leeds Pet Aug 6 Ord Aug 6
STILLMAN, G, Mark la, Custom House Agent High Court Pet July 15 Ord Aug 5
TAYLOR, GEORGE WINTER, Exeter, Builder Exeter Pet Aug 4 Ord Aug 4
THOMAS, WILLIAM GEORGE, Cardiff, Grocer Cardiff Pet Aug 5 Ord Aug 5
WOOLCAR, EDWARD JAMES, Bedford, Builder Bedford Pet July 26 Ord Aug 6

Amended notice substituted for that published in the London Gazette of Aug. 6:

MARTIN, JOHN WILLIAM, Wolverhampton, Draper Wolverhampton Pet July 13 Ord Aug 3

FIRST MEETINGS.

ANNING, JOHN, Leeds, Commercial Traveller Aug 18 at 12 Off Rec, 22, Park row, Leeds
APTED, FREDERICK, Bradford, Furniture Dealer Aug 16 at 11 Off Rec, 31, Manor row, Bradford
ARNOLD, CLEMENT, Cuckfington, Somerset, Builder Aug 17 at 1 Off Rec, Salisbury
ARNOLD, RICHARD, Abingdon, Berks Aug 17 at 3.30 Queen's Hotel, Abingdon
AUSTEN, WALTER JOHN, Hove, Draper Aug 17 at 12.30 Off Rec, 24, Railway app, London Bridge
BENNETT, GEORGE, Bristol, General Draper Aug 16 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
BILBE, ALBERT, Kingston upon Hull Aug 17 at 11 Off Rec, Trinity House lane, Hull
CLARKE, FRANK, Stoke upon Trent, China Dealer Aug 17 at 10.30 Off Rec, Newcastle under Lyme
COLLIER, ELIZABETH ESTHER, Southsea Aug 17 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
CORNELL, HENRY MEIGGS, Southampton st, Bloomsbury sq Aug 18 at 12 Bankruptcy bldgs, Carey st
CROSSLEY, WILLIAM LOWE, Oldham, Commission Agent Aug 17 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
DENNEY, JOHN, Bournemouth, Grocer's Assistant Aug 17 at 12.30 Off Rec, Salisbury
DYER, WILLIAM HENRY, Hampreston, Dorset, Baker Aug 19 at 12.30 Off Rec, Salisbury
ELVY, CHARLES, Canterbury, Tobacconist Sept 16 at 3.30 Off Rec, 73, Castle st, Canterbury
FEAR, EDWIN, Oldham, Fish Dealer Aug 17 at 11.30 Off Rec, Bank chmbrs, Queen st, Oldham
FOLKS, WILLIAM, Bermondsey, Licensed Victualler Aug 19 at 11 Bankruptcy bldgs, Carey st
GOODWIN, WILLIAM THRUTCHLEY, Derby, Bookkeeper Aug 17 at 11 Off Rec, 40, St Mary's gate, Derby
HANSON, GEORGE VINCENT, Leeds, Accountant Aug 18 at 11 Off Rec, 22, Park row, Leeds
HAWORTH, FRANK, Ramsbottom, Lancs, Butcher Aug 18 at 3 16, Wood st, Bolton
HEMUS, JOSEPH WILLIAM, and CHARLES JUXON, Birmingham Aug 19 at 11 23, Colmore row, Birmingham
HODGSON, JOHN JAMES, Bradford, Cabinet Maker Aug 17 at 11 Off Rec, 31, Manor row, Bradford
HOWELL, JOSEPH, Hurst Hill, nr Bilston, Staffs, Ironworker Aug 17 at 11 Off Rec, Wolverhampton st, Dudley
ISMAN, JOSEPH, jun, Miles Platting, Lancs, Baker Aug 18 at 3 Off Rec, Byrom st, Manchester
IRISH, WALTER, Chichester, Dealer Aug 16 at 3 Dolphin Hotel, Chichester
JEFFERIS, THOMAS, Kingswood, Glos, Butcher Aug 18 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
JONES, JOHN, Llandilofawr, Farmer Aug 21 at 12.30 Off Rec, 4, Queen st, Carmarthen
LUNT, GEORGE, Hope Owen, nr Mold, Flint, Farmer Aug 17 at 12 Crypt chambers, Eastgate row, Chester
MALONEY, MICHAEL PATRICK, Truro, Draper Aug 19 at 12 Off Rec, Boscawen st, Truro
MARTIN, JOHN WILLIAM, Wolverhampton, Draper Aug 18 at 12 Off Rec, Wolverhampton
MAYO, RICHARD, Brixton, Contractor Aug 18 at 12 Bankruptcy bldgs, Carey st
MICHAEL, WILLIAM, Llandilo, Saddler Aug 21 at 12 Off Rec, 4, Queen st, Carmarthen
MITCHELL, ROBERT, Southport, Estate Agent Aug 18 at 3 Off Rec, 35, Victoria st, Liverpool
MORGAN, WILLIAM JAMES, Monmouth Aug 18 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
MORTON, THOMAS, Philadelphia, Durham, Surgeon Aug 17 at 3 Off Rec, 25, John st, Sunderland
PENAAT, CARL HERMANN, Liverpool, Traveller Sept 1 at 12 Off Rec, 35, Victoria st, Liverpool
PENTHEAN, WALTER, Bolton, Plumber Aug 18 at 10.30 16, Wood st, Bolton
POLLARD, MARTIN, Holyland Nether, Yorks Aug 18 at 10.15 Off Rec, Regent st, Barnsley
PULHAM, HORACE WELBURY, Redcar, Yorks, Outfitter Aug 20 at 12.15 Royal Station Hotel, York
ROBINSON, JOSEPH, Walkeringham, Notts, Butcher Aug 17 at 12 Off Rec, Lincoln
ROBSITER, JOHN WESLEY, Frome, Somerset, Cabinet Maker Aug 19 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

SHABOURNE, JAMES JOHN, Middlesborough, Contractor Aug 18 at 3 Off Rec, 8, Albert rd, Middlesborough
SHARRATT, WILLIAM, Gt Grimsby, Drayman Aug 17 at 11 Off Rec, 15, Osborne st, Gt Grimsby
STOVELL, WILLIAM GOBAN, Wimbledon Aug 19 at 12 Bankruptcy bldgs, Carey st
SUTTON, GEORGE SEWELL, Gosport, Chemist Aug 17 at 3.30 Off Rec, Cambridge junction, High st, Portsmouth
TATE, JOHN, Stockton on Tees, Joiner Aug 18 at 3 Off Rec, 8, Albert rd, Middlesborough
TAYLOR, ALPHONSO CONSTANTINE, Stockton on Tees Printer Aug 18 at 3 Off Rec, 8, Albert rd, Middlesborough
TRICKEY, FRANK SANFORD, Maidenhead, Dairyman Aug 17 at 11.30 24, Railway app, London Bridge
VERNON, THOMAS, jun, Walbrook, Photo Engraver Aug 18 at 2.30 Bankruptcy bldgs, Carey st
WALTER, EDWARD FULLY, Woolwich, Jeweller Aug 18 at 11.30 24, Railway app, London Bridge
WILLIAMSON, ALBERT, jun, Nottingham, Estate Agent Aug 17 at 12 Off Rec, St Peter's Church walk, Nottingham
WOOLGAR, EDWARD JAMES, Bedford, Builder Aug 17 at 11 Off Rec, St Paul's sq, Bedford

ADJUDICATIONS.

APTED, FREDERICK, Bradford, Furniture Dealer Bradford Pet Aug 3 Ord Aug 3
CONWAY, ANDREW, Balham Wandsworth Pet July 2 Ord Aug 7
CROSSLEY, MARGARET JANE, Abergavenny, Fishmonger Tredegar Pet Aug 3 Ord Aug 7
DRAKE, JOHN HENRY, Bradford, Jeweller Bradford Pet Aug 4 Ord Aug 4
EVANS, ALFRED THOMAS, Leyton, Baker High Court Pet July 1 Ord Aug 6
GLEDHILL, RAMSDEN, Huddersfield, Caretaker Huddersfield Pet Aug 5 Ord Aug 5
HAYCOX, JOHN, Sutton Maddock, Salop, Wheelwright Madeley Pet Aug 6 Ord Aug 6
HEALEY, WILLIAM, Ashton under Lyne, Minder Ashton under Lyne Pet July 26 Ord Aug 4
HEUGH, JOHN GEORGE, HMS Galatea High Court Pet April 23 Ord Aug 5
HIGHAM, WILLIAM STANLEY, Liverpool, Tailor Liverpool Pet June 30 Ord Aug 6
IRISH, WALTER, Chichester, Dealer Brighton Pet Aug 4 Ord Aug 5
LUNT, GEORGE, Hope Owen, nr Mold, Flints, Farmer Wrexham Pet Aug 5 Ord Aug 5
MALONEY, MICHAEL PATRICK, Truro, Draper Truro Pet July 22 Ord Aug 6
MARTIN, JOHN WILLIAM, Wolverhampton, Draper Wolverhampton Pet July 12 Ord Aug 7
MAUD, ISABELLA, Bradford Bradford Pet Aug 7 Ord Aug 7
MUNKLEY, WILLIAM FARR, Cardiff, Dairyman Cardiff Pet Aug 6 Ord Aug 6
PENAAT, CARL HERMANN, Liverpool, Traveller Liverpool Pet May 27 Ord Aug 6
PENTHEAM, WALTER, Bolton, Plumber Bolton Pet July 16 Ord Aug 6
PYE, JOHN ELIJAH, Walsall, Paint Brush Maker Walsall Pet Aug 5 Ord Aug 5
QUICKFALL, JOHN, Leeds, Tailor Leeds Pet Aug 5 Ord Aug 5
RAYDON, CHARLES RICHARD CARTER, Wimbledon, Law Clerk Kingston, Surrey Pet Aug 4 Ord Aug 7
SPEIR, JAMES, Eastcheap High Court Pet April 29 Ord Aug 5
TAYLOR, GEORGE WINTER, Exeter, Builder Exeter Pet Aug 4 Ord Aug 4
THOMAS, WILLIAM GEORGE, Cardiff, Grocer Cardiff Pet Aug 5 Ord Aug 5
WOOLGAR, EDWARD JAMES, Bedford, Builder Bedford Pet July 26 Ord Aug 7

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage,* 53s. WEEKLY REPORTER, *in wrapper,* 26s. 6d.; *by Post,* 28s. 6d. SOLICITORS' JOURNAL, 26s. 6d.; *by Post,* 28s. 6d. *Volumes bound at the office—cloth,* 2s. 9d., *half law calf,* 5s. 6d.

ADVANCES ON NOTE OF HAND WITHOUT SURETIES.

MESSRS. EDWARDS & CO., of 17, Sackville-street, Piccadilly, are prepared to make ADVANCES from £50 upwards, or to treat most liberally with any gentleman introducing business of above nature. No fees or delay and strictly private and reliable dealings guaranteed; references to bankers and solicitors if required. N.B.—Repayments arranged to suit borrower's convenience

Drugs Won't Do.

FREE TRIAL OF SOMETHING THAT WILL DO.

You would be perfectly astonished if you were made aware of the many thousands of pounds absolutely thrown away from year to year upon so-called curatives that are foisted upon a public only too willing to believe the specious arguments laid before them.

Now, strength and muscular activity, rosy cheeks, plumpness, and health, can be obtained without medicine.

It can be accomplished with a perfect, flesh-forming, palatable, and agreeable Food Beverage.

DR. TIBBLES' Vi-Cocoa

is such a Food Beverage, possessing, as it does, wonderful nourishing, strengthening, and stimulative powers unsurpassed by any other Food Beverage. Dr. Tibbles' Vi-Cocoa is not a medicine. It does simply what it is claimed to do, and its strengthening powers are being recognised to an extent hitherto unknown in the history of any preparation.

Merit, and merit alone, is what we claim for Dr. Tibbles' Vi-Cocoa, and we are prepared to send to any reader who names this journal (a postcard will do), a dainty sample tin of Dr. Tibbles' Vi-Cocoa free and post paid.

Dr. Tibbles' Vi-Cocoa, 6d., 9d., and 1s. 6d. It can be obtained from all Grocers, Chemists and Stores, or from Dr. Tibbles' Vi-Cocoa, Limited, 60, 61 & 62, Bunhill Row, London, E.C.

THE REVERSIONARY INTEREST SOCIETY, LIMITED
(ESTABLISHED 1823),
Purchase Reversionary Interests in Real and Personal Property, and Life Interests and Life Policies, and Advance Money upon these Securities.
Paid-up Share and Debenture Capital, £613,735.
17, KING'S ARMS YARD, COLEMAN STREET, E.C.

LIFE ASSURANCE POLICIES WANTED for large sums on lives past forty-five.
Considerably over surrender value given.
Speedy settlements and highest references.
Also Reversions and Life Interests purchased.
T. ROBINSON,
Insurance Broker, 95, High-street West, Sunderland.

Special Advantages to Private Insurers.
THE IMPERIAL INSURANCE COMPANY LIMITED. FIRE.
Established 1803.
1, Old Broad-street, E.C., 22, Pall Mall, S.W., and 47, Chancery-lane, W.C.
Subscribed Capital, £1,200,000; Paid-up, £300,000.
Total Funds over £1,500,000.
E. COZENS SMITH, *General Manager.*

REVERSIONARY and LIFE INTERESTS in LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalised.
C. H. CLAYTON, } Joint
F. H. CLAYTON, } Secretaries.

JERSEY GRAND HOTEL.
The Only First-Class Modern Hotel.
Charmingly situated facing the Sea.
Best Appointed Leading Hotel in the Channel Islands.
Liberal Management.
D. DE LEIDI, Manager.

THE NEW PALACE STEAMERS (LTD.)
GREATLY REDUCED FARES to and from MARGATE by "ROYAL SOVEREIGN" and "KOH-I-NOOR." DAY TRIPS, Second Saloon, 4s.; First Saloon, 5s. Return.
REGULAR SAILINGS BY
LA MARGUERITE to MARGATE and BOULOGNE and Back on Mondays, Thursdays, and Saturdays. Special Trains from Fenchurch-street at 8.3 and 8.20 a.m., and from St. Pancras at 8.0 a.m.
To SOUTHEND and MARGATE on Sundays. Special Trains from Fenchurch-street at 9.35 and 9.45 a.m., also from St. Pancras at 9.40 a.m.
ROYAL SOVEREIGN to MARGATE and RAMSGATE DAILY (Fridays excepted), calling at SOUTHEND to and from on Tuesdays, Wednesdays, and Thursdays, leaves Old Swan Pier (London Bridge) at 9.30 a.m., calling at Greenwich and South Woolwich. Special Train leaves Fenchurch-street at 10.28 a.m.
KOH-I-NOOR to SOUTHEND, MARGATE, RAMSGATE, on Saturdays, Sundays, and Mondays. Leaves Old Swan Pier at 8.30 a.m.
LA BELGIQUE to SOUTHEND, MARGATE, and OSTEND on Mondays, Thursdays, and Saturdays (Special Train from Fenchurch-street Station at 8.20 a.m.), returning from Ostend on following days at 10.30 a.m., due at Fenchurch-street Station at 9.10 p.m.
GREATLY REDUCED FARES to and from MARGATE by "ROYAL SOVEREIGN" and "KOH-I-NOOR." DAY TRIPS, Second Saloon, 4s.; First Saloon, 5s. Return.
For full particulars apply to T. E. BARLOW, Manager, 50, King William-street, E.C.

JOHN GERMAN, SON, & BEVEN,
AND AGENTS, SURVEYORS & AUCTIONEERS
59 and 60, CHANCERY LANE, W.C.
Country Offices:
ASHBY-DE-LA-ZOUCH, LEICESTERSHIRE.
CHARTLEY, STAFFORDSHIRE.
WILLESLEY, DERBYSHIRE.
KINGSTON, NOTTS.
Telegraphic Address, "Cogitate, London."

EDE AND SON,
ROBE MAKERS.
BY SPECIAL APPOINTMENT
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.
ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.
Corporation Robes, University and Clergy Gowns.
ESTABLISHED 1689.
94 CHANCERY LANE, LONDON.

EPPS'S COCOAINE.
COCOA-NIB EXTRACT.
(TEA-LIKE.)
The choicest roasted nibs (broken-up beans) of the natural Cocoa on being subjected to a powerful hydraulic pressure, give forth their excess of oil, leaving for use a finely-flavoured powder—"Cocoaine," a product which, when prepared with boiling water, has the consistence of tea, of which it is now, with many, beneficially taking the place. Its active principal being a gentle nerve stimulant, supplies the needed energy without unduly exciting the system. Sold only in labelled Tins.

SUN INSURANCE OFFICE.
Founded 1710.
LAW COURTS BRANCH:
40, CHANCERY LANE, W.C.
A. W. COUSINS, District Manager.
SUM INSURED in 1896, £262,962,900.